

06-07-2002

Form PTO-1594  
(Rev. 03/01)

# 102115240

## RECORDATION FORM COVER SHEET

### TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

New Edge Network, Inc.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State - **Delaware**

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name

☐ Other \_\_\_\_\_Execution Date: June 5, 2002

## 2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association, as administrative agent

Internal Address: Wachovia Center, CP 24201Street Address: Wachovia Center, CP 24201City: Charlotte State: NC Zip: 28228

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_

☒ Other National Banking Association incorporated in North Carolina

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
75/924,637, 78/044,471B. Trademark Registration No.(s) 2,451,976Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Janis NiciInternal Address: MILBANK, TWEED, HADLEY& McCLOY LLPStreet Address: One Chase Manhattan PlazaCity: NY State: NY Zip: 10005

## 6. Total number of applications and registrations involved:

37. Total fee (37 CFR 3.41) \$90

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

13-3250

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my *knowledge and* belief, the foregoing information is true and correct and any attached copy is a true copy of the original documentJanis Nici

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 55

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks Box Assignments  
 Washington, D.C. 20231

06/07/2002 GT0N11 00000177 133250 75924637

01 FC:481 40.00 CH  
 02 FC:482 50.00 CH

NY2: #4464498

TRADEMARK  
 REEL: 002520 FRAME: 0001

**AMENDED AND RESTATED  
PLEDGE AND SECURITY AGREEMENT**

AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of June 5, 2002, among NEW EDGE NETWORK, INC., a Delaware corporation (the "Borrower"), NEW EDGE HOLDING COMPANY, a Delaware corporation and sole shareholder of the Borrower (the "Parent"), each domestic Subsidiary of the Parent identified under the caption "Subsidiary Guarantors" on the signature pages hereto (individually, a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors", and together with the Parent, the "Guarantors"; the Guarantors, together with the Borrower, individually an "Obligor" and collectively the "Obligors"), and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent under the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Administrative Agent").

Whereas, the Borrower, the Parent, the Subsidiary Guarantors, the Lenders and the Administrative Agent are parties to a Credit Agreement dated as of April 20, 2001, as amended prior to the date hereof (the "Existing Credit Agreement");

Whereas, the Borrower, the Parent, the Subsidiary Guarantors and the Administrative Agent are parties to a Security Agreement dated as of April 20, 2001 (the "Existing Security Agreement") and a Pledge Agreement dated as of April 20, 2001 (the "Existing Pledge Agreement");

Whereas, the Borrower has requested certain amendments and modifications to the Existing Credit Agreement and the indebtedness of the Credit Parties thereunder;

Whereas, the Borrower has requested certain amendments and modifications to the Existing Security Agreement and the Existing Pledge Agreement;

Whereas, the Lenders are willing to amend and restate the Existing Credit Agreement on the terms and conditions of the Amended and Restated Credit Agreement dated as of the date hereof (as modified and supplemented and in effect from time to time, the "Credit Agreement") providing, among other things, for loans to be maintained and continued by the Lenders to the Borrower subject to the terms and conditions thereof; and

Amended and Restated Pledge and Security Agreement

Whereas, the Lenders are willing to amend and restate the Existing Security Agreement and the Existing Pledge Agreement on the terms and conditions hereof;

Now, therefore, to induce the Lenders to enter into the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor has agreed to grant a security interest in the Collateral (as hereinafter defined) as security for the Secured Obligations (as so defined).

Accordingly, the parties hereto agree as follows:

Section 1. Definitions.

(a) Terms defined in the Credit Agreement are used herein as defined therein.

(b) The terms "Accounts", "Chattel Paper", "Deposit Account", "Document", "Electronic Chattel Paper", "Equipment", "Fixture", "General Intangible", "Goods", "Instrument", "Inventory", "Investment Property", "Letter-of-Credit Right", "Payment Intangible", "Proceeds" and "Software" have the respective meanings ascribed thereto in Article 9 of the UCC. The term "Financial Assets" shall have the meaning ascribed thereto in Article 8 of the UCC.

(c) In addition, as used herein:

"Collateral" has the meaning assigned to such term in Section 3.

"Collateral Account" has the meaning assigned to such term in Section 4.

"Copyright Collateral" means all Copyrights, whether now owned or hereafter acquired by any Obligor, including each Copyright identified in Annex 4.

"Copyrights" means all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Intellectual Property" means, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to any Obligor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the

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licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral, listed in Annex 7; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Obligor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by any Obligor in respect of any of the items listed above.

“Issuers” means, collectively, (a) the respective corporations, partnerships or other entities identified next to the names of the Obligors on Annex 3 under the caption “Issuer” and (b) any other entity that shall at any time be a Subsidiary of any of the Obligors.

“Motor Vehicles” means motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

“Patent Collateral” means all Patents, whether now owned or hereafter acquired by any Obligor, including each Patent identified in Annex 5.

“Patents” means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

“Pledged Stock” has the meaning assigned to such term in Section 3(k).

“Secured Obligations” means, collectively, (a) in the case of the Borrower, the principal of and interest on the Loans and all other amounts whatsoever now or hereafter from time to time owing by the Borrower to the Secured Parties, or any of them, under the Credit Documents, (b) in the case of each Guarantor, all present and future obligations owed by any of them under the Credit Agreement and the other Credit

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Documents (including, without limitation, each Guarantor's Guaranty under Article XI of the Credit Agreement) and (c) all present and future obligations of the Obligor to the Secured Parties, or any of them, hereunder.

"Secured Parties" means, collectively, the Lenders and the Administrative Agent. For purposes hereof, it is understood that any Secured Obligations to any Person arising under an agreement entered into at a time such Person (or an affiliate thereof) is party to the Credit Agreement as a "Lender" shall continue to constitute Secured Obligations, notwithstanding that such Person (or its affiliate) has ceased to be a "Lender" party thereto (by assigning all of its Loans and other interests therein) at the time a claim is to be made in respect of such Secured Obligations.

"Stock Collateral" has the meaning assigned to such term in Section 3(k)(ii).

"Trademark Collateral" means all Trademarks, whether now owned or hereafter acquired by any Obligor, including each Trademark identified in Annex 6. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

Section 2. Representations and Warranties. Each Obligor hereby jointly and severally represents and warrants to, and agrees with, the Secured Parties that:

(a) Title and Priority. Such Obligor is the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 3, and no Lien exists upon such Collateral, except for Liens permitted under Section 6.2 of the Credit Agreement and except for the security interest in favor of the Secured Parties created pursuant hereto. The security interest created pursuant hereto constitutes a valid

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and perfected security interest in the Collateral in which such Obligor purports to grant a security interest pursuant to Section 3, subject to no equal or prior Lien except as expressly permitted by said Section 6.2 of the Credit Agreement.

(b) Names, Etc. (i) The full and correct legal name, type of organization, jurisdiction of organization, organizational ID number (if applicable) and mailing address of each Obligor as of the date hereof are correctly set forth in Annex 1.

(ii) Annex 1 correctly specifies (i) the place of business of each Obligor or, if such Obligor has more than one place of business, the location of the chief executive office of such Obligor, and (ii) each location where Goods of each Obligor are located (other than Motor Vehicles constituting Equipment and Goods in transit).

(c) Changes in Circumstances. Such Obligor has not (i) within the period of four months prior to the date hereof, changed its location (as defined in Section 9-307 of the UCC), (ii) except as specified in Annex 1, heretofore changed its name or form of corporate organization, or (iii) except as specified in Annex 2, heretofore become a "new debtor" (as defined in Section 9-102(a)(56) of the UCC) with respect to a currently effective security agreement previously entered into by any other Person.

(d) Pledged Stock. The Pledged Stock identified under the name of such Obligor in Annex 3 is, and all other Pledged Stock in which such Obligor shall hereafter grant a security interest pursuant to Section 3 will be, duly authorized, validly existing, fully paid and non-assessable and none of such Pledged Stock is or will be subject to any contractual restriction, or any restriction under the charter or by-laws of the respective Issuer of such Pledged Stock, upon the transfer of such Pledged Stock (except for any such restriction contained herein or in the Credit Agreement). The Pledged Stock identified under the name of such Obligor in Annex 3 constitutes all of the issued and outstanding shares of capital stock of any class of the Issuers beneficially owned by such Obligor on the date hereof (whether or not registered in the name of such Obligor) and Annex 3 correctly identifies, as at the date hereof, the respective Issuers of such Pledged Stock, the respective class and par value of the shares constituting such Pledged Stock and the respective number of shares (and registered owners thereof) represented by each such certificate.

(e) Intellectual Property. Annexes 4, 5, and 6, respectively, set forth under the name of such Obligor a complete and correct list of all Copyrights, Patents and Trademarks owned by such Obligor on the date hereof; except pursuant to licenses and other user agreements entered into by such Obligor in the ordinary course of business that are listed in Annex 7, such Obligor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or

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Trademark listed in Annexes 4, 5, and 6, and all registrations listed in Annexes 4, 5, and 6, are valid and in full force and effect; and except as may be set forth in Annex 7, such Obligor owns and possesses the right to use all Copyrights, Patents and Trademarks.

Annex 7 sets forth a complete and correct list of all licenses and other user agreements required to be included in the Intellectual Property on the date hereof.

To such Obligor's knowledge, (i) except as set forth in Annex 7, there is no violation by any other Person of any right of such Obligor with respect to any Copyright, Patent or Trademark listed in Annexes 4, 5, and 6, respectively, under the name of such Obligor and (ii) such Obligor is not infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against such Obligor or, to such Obligor's knowledge, threatened, and no claim against such Obligor has been received by such Obligor, alleging any such violation, except as may be set forth in Annex 7.

Such Obligor does not own any Trademarks registered in the United States of America to which the last sentence of the definition of Trademark Collateral applies.

(f) Fair Labor Standards Act. Any Goods now or hereafter produced by such Obligor or any of its Subsidiaries included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended.

(g) Benefit. Each Subsidiary Guarantor has received, or will receive, direct or indirect benefit from the making of the pledge by it hereunder.

(h) Solvency. After giving effect to the transactions contemplated by the Credit Documents, each Obligor is, and will be, solvent, and has and will have property and assets which, fairly valued, exceed its obligations, liabilities (including without limitation contingent liabilities) and debts, has and will have property and assets sufficient to repay its obligations and liabilities, and is not, and will not be, engaged or about to engage in any business or transaction for which its property and assets constitute an unreasonably small capital. The failure of such Obligor to comply with this Section 2(h) shall constitute an Event of Default under the Credit Agreement.

(i) Commercial Tort Claims. As of the date hereof, the Obligors have no right, title or interest in, to or under any "commercial tort claims" as such term is defined in Section 9-102(a)(13) of the UCC.

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Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter from time to time arising, each Obligor hereby grants to the Administrative Agent, for the benefit of the Secured Parties as hereinafter provided, a security interest in all of such Obligor's right, title and interest in, to and under the following property, assets and revenues, whether now owned by such Obligor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property, assets and revenues described in this Section 3 being collectively referred to herein as the "Collateral"):

- (a) all Accounts;
- (b) all Deposit Accounts;
- (c) all Instruments;
- (d) all Documents;
- (e) all Chattel Paper (whether tangible or electronic);
- (f) all Inventory;
- (g) all Equipment;
- (h) all Fixtures;
- (i) all Goods not covered by the preceding clauses of this Section 3;
- (j) all Letter-of-Credit Rights;

(k) the shares of capital stock of each Issuer identified in Annex 3 under the name of such Obligor and all other shares of capital stock of whatever class of each Issuer, now or hereafter owned by such Obligor, and all certificates evidencing the same (collectively, the "Pledged Stock"), together with, in each case:

- (i) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock, and

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(ii) without affecting the obligations of such Obligor under any provision prohibiting such action hereunder or under the Credit Agreement, in the event of any consolidation or merger in which an Issuer is not the surviving corporation, all shares of each class of the capital stock of the successor corporation (unless such successor corporation is such Obligor itself) formed by or resulting from such consolidation or merger (the Pledged Stock, together with all other certificates, shares, securities, properties or moneys as may from time to time be pledged hereunder pursuant to this clause (ii) and clause (i) above being herein collectively called the "Stock Collateral");

(l) all Investment Property and Financial Assets not covered by clause (k) of this Section 3;

(m) all Intellectual Property;

(n) all Payment Intangibles, Software and all other General Intangibles whatsoever not covered by the preceding clauses of this Section 3;

(o) all other tangible and intangible personal property whatsoever of such Obligor; and

(p) all Proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the Collateral and, to the extent related to any Collateral, all books, correspondence, credit files, records, invoices and other papers (including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Obligor or any computer bureau or service company from time to time acting for such Obligor).

#### Section 4. Cash Proceeds of Collateral.

(a) Collateral Account. The Administrative Agent will cause to be established at a banking institution to be selected by the Administrative Agent a cash collateral account (the "Collateral Account"), which (i) to the extent of all Investment Property or Financial Assets (other than cash) shall be a "securities account" (as defined in Section 8-501 of the UCC) in respect of which the Administrative Agent shall be the sole "entitlement holder" (as defined in Section 8-102(a)(7) of the UCC) and (ii) to the extent of any cash, shall be a Deposit Account, and into which there shall be deposited from time to time the cash proceeds of any of the Collateral (including proceeds of insurance thereon) required to be delivered to the

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Administrative Agent pursuant hereto and into which the Obligor may from time to time deposit any additional amounts that any of them wishes to pledge to the Administrative Agent for the benefit of the Secured Parties as additional collateral security hereunder. The balance from time to time in the Collateral Account shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. Except as provided (i) in the immediately following sentence and (ii) in Sections 2.3(b)(i) and 2.3(b)(iii) of the Credit Agreement, the Administrative Agent shall remit the collected balance standing to the credit of the Collateral Account to or upon the order of the respective Obligor as such Obligor through the Borrower shall from time to time instruct. However, at any time following the occurrence and during the continuance of an Event of Default, the Administrative Agent may (and, if instructed by the Required Lenders as specified in Section 8.2(b) of the Credit Agreement, shall) in its (or their) sole discretion apply or cause to be applied (subject to collection) the balance from time to time standing to the credit of the Collateral Account to the payment of the Secured Obligations in the manner specified in Section 5.09. In addition, any and all Net Cash Proceeds and cash proceeds from any Recovery Event held in the Collateral Account from time to time in accordance with Sections 2.3(b)(i) and 2.3(b)(iii) of the Credit Agreement, and not subject to release therefrom to the Borrower in accordance with such Sections 2.3(b)(i) and 2.3(b)(iii), shall immediately be applied to the payment of the Secured Obligations in accordance with Section 5.09. The balance from time to time in the Collateral Account shall be subject to withdrawal only as provided herein.

(b) Proceeds of Accounts. If so requested by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Obligor shall instruct all account debtors in respect of Accounts, Chattel Paper and General Intangibles and all obligors on Instruments to make all payments in respect thereof either (a) directly to the Administrative Agent (by instructing that such payments be remitted to a post office box which shall be in the name and under the exclusive control of the Administrative Agent) or (b) to one or more other banks in the United States of America (by instructing that such payments be remitted to a post office box which shall be in the name and under the exclusive control of the Administrative Agent) under arrangements, in form and substance satisfactory to the Administrative Agent, pursuant to which such Obligor shall have irrevocably instructed such other bank (and such other bank shall have agreed) to remit all proceeds of such payments directly to the Administrative Agent for deposit into the Collateral Account. All payments made to the Administrative Agent, as provided in the preceding sentence, shall be immediately deposited in the Collateral Account. In addition to the foregoing, each Obligor agrees that, at any time after the occurrence and during the continuance of an Event of Default, if the proceeds of any Collateral hereunder (including the payments made in respect of Accounts) shall be received by it, such Obligor shall immediately deposit such proceeds into the Collateral Account. Until so deposited, all such proceeds shall be held in trust by such Obligor for and as the property of the Administrative Agent and shall not be commingled with any other funds or property of such Obligor.

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(c) Investment of Balance in Collateral Account. The cash balance standing to the credit of the Collateral Account shall be invested from time to time in such Permitted Investments as the respective Obligor through the Borrower (or, after the occurrence and during the continuance of a Default, the Administrative Agent) shall instruct in writing to the Administrative Agent, which Permitted Investments shall be held in the name and be under the exclusive control of the Administrative Agent (and credited to the Collateral Account), provided that at any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent may (and, if instructed by the Lenders as specified in Section 8.2(b) of the Credit Agreement, shall) in its (or their) sole discretion at any time and from time to time elect to liquidate any such Permitted Investments and to apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 5.09.

Section 5. Further Assurances; Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 3, the Obligors hereby agree with the Administrative Agent for the benefit of the Secured Parties as follows:

5.01 Delivery and Other Perfection. Each Obligor shall:

(a) deliver to the Administrative Agent any and all Instruments constituting part of the Collateral in which such Obligor purports to grant a security interest hereunder, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Administrative Agent may request; provided, that so long as no Default shall have occurred and be continuing, such Obligor may, subject to application thereof in accordance with the remainder of the Credit Documents, retain for collection in the ordinary course of business any Instruments received by such Obligor in the ordinary course of its business and the Administrative Agent shall, promptly upon request of such Obligor, communicated in writing to the Administrative Agent through the Borrower, make appropriate arrangements for making any Instrument pledged by such Obligor available to such Obligor for purposes of presentation, collection or renewal in the ordinary course of business (any such arrangement to be effected, to the extent deemed appropriate by the Administrative Agent in its sole discretion, against delivery to it of an acceptable trust receipt or like document);

(b) give, execute, deliver, file, record, authorize or obtain all such financing statements, notices, instruments, documents, agreements or consents or other papers as may be necessary or desirable in the sole judgment of the Administrative Agent to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable the Administrative Agent to exercise and enforce its rights hereunder with respect to such pledge and security interest, including, without limitation, causing any or all of the Stock

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Collateral to, at any time, be transferred of record into the name of the Administrative Agent or its nominee (and the Administrative Agent agrees that if any Stock Collateral is transferred into its name or the name of its nominee, the Administrative Agent will thereafter promptly use reasonable commercial efforts to give to the respective Obligor copies of any notices and communications received by it with respect to the Stock Collateral pledged by such Obligor hereunder), provided that notices to account debtors in respect of any Accounts, Chattel Paper or General Intangibles and to obligors on Instruments shall be subject to the provisions of clause (c) below;

(c) upon the occurrence and during the continuance of any Default, upon request of the Administrative Agent, promptly notify (and such Obligor hereby irrevocably authorizes the Administrative Agent so to notify) each account debtor in respect of any Accounts, Chattel Paper, Instruments or General Intangibles of such Obligor that such Collateral has been assigned to the Administrative Agent hereunder, and that any payments due or to become due in respect thereof are to be made directly and exclusively to the Administrative Agent;

(d) without limiting the obligations of such Obligor under Section 5.04(c), upon the acquisition after the date hereof by such Obligor of any Equipment covered by a certificate of title or ownership, cause the Administrative Agent to be listed as the lienholder on such certificate of title and take such other steps as may be required under the law applicable to perfection of a security interest in such property to perfect such security interest, and within 90 days of the acquisition thereof deliver evidence of the same to the Administrative Agent;

(e) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Administrative Agent may reasonably require in order to reflect the security interests granted by this Agreement; and

(f) permit representatives of the Administrative Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and permit representatives of the Administrative Agent to be present at such Obligor's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by such Obligor with respect to the Collateral, all in such manner as the Administrative Agent may require.

5.02 Other Financing Statements and Liens. Except as otherwise permitted under Section 6.2(a) of the Credit Agreement, without the prior written consent of the Administrative Agent (granted with the authorization of the Lenders as specified in Section 10.1 of the Credit

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Agreement), no Obligor shall (a) file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument representing any security interest, lien or other encumbrance with respect to any of the Collateral in which the Administrative Agent is not named as the sole secured party for the benefit of the Secured Parties, or (b) cause or permit any Person other than the Administrative Agent to have "control" (as defined in Section 9-104, 9-105, 9-106 or 9-107 of the UCC) of any Deposit Account, Electronic Chattel Paper, Investment Property or Letter-of-Credit Right constituting part of the Collateral.

5.03 Preservation of Rights. No Secured Party shall be required to take steps necessary to preserve any rights of any party against prior parties to any of the Collateral.

5.04 Special Provisions Relating to Certain Collateral.

(a) Stock Collateral.

(1) The Obligors will cause the Stock Collateral to constitute at all times 100% of the total number of shares of each class of capital stock of each Issuer then outstanding.

(2) If any of the shares, securities, moneys or property required to be pledged by such Obligor under Section 3 are received by such Obligor, forthwith either (x) transfer and deliver to the Administrative Agent such shares or securities so received by such Obligor (together with the certificates for any such shares and securities duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by the Administrative Agent, pursuant to the terms of this Agreement, as part of the Collateral or (y) take such other action as the Administrative Agent shall deem necessary or appropriate to duly record the Lien created hereunder in such shares, securities, moneys or property in said Section 3.

(3) So long as no Event of Default shall have occurred and be continuing, the Obligors shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral for all purposes not inconsistent with the terms of this Agreement, the Credit Agreement or any other instrument or agreement referred to herein or therein (as determined by the Administrative Agent in its sole discretion), provided that the Obligors jointly and severally agree that they will not vote the Stock Collateral in any manner that is inconsistent with the terms of this Agreement, the Credit Agreement or any such other instrument or agreement (as determined by the Administrative Agent in its sole discretion); and the Administrative Agent shall execute and deliver to the Obligors or cause to be executed and delivered to the Obligors all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, representation or warranty, as the Obligors may reasonably

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request for the purpose of enabling the Obligors to exercise the rights and powers that they are entitled to exercise pursuant to this Section 5.04(a)(2).

(4) Unless and until an Event of Default has occurred and is continuing, the Obligors shall be entitled to receive and retain any and all dividends and distributions on the Stock Collateral.

(5) If any Event of Default shall have occurred, then so long as such Event of Default shall continue, and whether or not the Administrative Agent or any Lender exercises any available right to declare any Secured Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement, the Credit Agreement or any other agreement relating to such Secured Obligation, all dividends and other distributions on the Stock Collateral shall be paid directly to the Administrative Agent and retained by it as Collateral in the Collateral Account as part of the Stock Collateral, subject to the terms of this Agreement, and, if the Administrative Agent shall so request in writing, the Obligors hereby irrevocably, jointly and severally agree to execute and deliver to the Administrative Agent appropriate additional dividend, distribution and other orders and documents to that end, provided that if such Event of Default is cured, any such dividend or distribution theretofore paid to the Administrative Agent shall, upon request of the Obligors (except to the extent theretofore applied to the Secured Obligations), be returned by the Administrative Agent to the Obligors.

(b) Intellectual Property.

(1) For the purpose of enabling the Administrative Agent to exercise rights and remedies under Section 5.05, each Obligor hereby grants to the Administrative Agent, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Obligor) to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by such Obligor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

(2) Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 6.2 or 6.4 of the Credit Agreement that limit the rights of the Obligors to dispose of their property, so long as no Event of Default shall have occurred and be continuing, the Obligors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property consistent with past practice in the ordinary course of the business of the Obligors. In furtherance of the foregoing, (and again subject to Section 6.2 or 6.4 of the Credit Agreement) unless an Event of Default shall have occurred and be continuing, the Administrative Agent shall from time to time, upon the

Amended and Restated Pledge and Security Agreement

reasonable request of the respective Obligor, execute and deliver any instruments, certificates or other documents, reasonably requested, that such Obligor, as communicated in writing by the Borrower to the Administrative Agent shall have certified are necessary or appropriate (in its judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (1) immediately above as to any specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations or earlier expiration of this Agreement or release of the Collateral, the Administrative Agent shall grant back to the Obligors, without recourse, representation or warranty, the license granted pursuant to clause (1) immediately above. Each Obligor agrees that the exercise of rights and remedies under Section 5.05 by the Administrative Agent shall not be deemed to terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Obligors in accordance with the first sentence of this clause (2).

(3) The Obligors will furnish to the Administrative Agent from time to time (but, unless a Default shall have occurred and be continuing, no more frequently than monthly) statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral, respectively, and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral as the Administrative Agent may reasonably request, all in reasonable detail; and promptly upon request of the Administrative Agent, following receipt by the Administrative Agent of any statements, schedules or reports pursuant to this clause (3), modify this Agreement by amending Annexes 2, 3 and/or 4, as the case may be, to include any Copyright, Patent or Trademark that becomes part of the Collateral under this Agreement.

(c) Motor Vehicles.

(1) Each Obligor shall deliver to the Administrative Agent originals of the certificates of title or ownership for the Motor Vehicles owned by it with the Administrative Agent listed as lienholder and take such other action as the Administrative Agent shall deem appropriate in its sole discretion to perfect the security interest created hereunder in all such Motor Vehicles.

(2) Without limiting the generality of the foregoing, upon the acquisition after the date hereof by any Obligor of any Motor Vehicle, such Obligor shall deliver to the Administrative Agent originals of the certificates of title or ownership for such Motor Vehicles, together with the manufacturer's statement of origin with the Administrative Agent listed as lienholder.

(3) Without limiting Section 5.10, each Obligor hereby appoints the Administrative Agent as its attorney-in-fact, effective the date hereof and terminating upon the termination of this Agreement, the Loans and all related obligations, for the purpose of

Amended and Restated Pledge and Security Agreement

(i) executing on behalf of such Obligor title or ownership applications for filing with appropriate state agencies to enable Motor Vehicles now owned or hereafter acquired by such Obligor to be retitled and the Administrative Agent listed as lienholder thereon, (ii) filing such applications with such state agencies and (iii) executing such other documents and instruments on behalf of, and taking such other action in the name of, such Obligor as the Administrative Agent may deem necessary or advisable in its sole discretion to accomplish the purposes hereof (including, without limitation, the purpose of creating in favor of the Administrative Agent a perfected lien on the Motor Vehicles and exercising the rights and remedies of the Administrative Agent under Section 5.05). This appointment as attorney-in-fact is irrevocable and coupled with an interest.

(4) Any certificates of title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each Motor Vehicle covered thereby.

5.05 Events of Default, Etc. During the period during which an Event of Default shall have occurred and be continuing:

(a) each Obligor shall, at the request of the Administrative Agent, assemble the Collateral owned by it at such place or places, reasonably convenient to the Administrative Agent, designated in its request;

(b) the Administrative Agent may make any compromise or settlement deemed desirable in its sole discretion with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(c) the Administrative Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the fullest extent permitted by applicable law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Administrative Agent were the sole owner thereof (and each Obligor agrees to take all such action as may be appropriate to give effect to such right);

(d) the Administrative Agent in its sole discretion may, in its name or in the name of the Obligors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and

Amended and Restated Pledge and Security Agreement



(e) the Administrative Agent may, upon ten Business Days' prior written notice to the Obligors of the time and place, with respect to the Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of the Administrative Agent, the Lenders or any of their respective agents, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as the Administrative Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and any Secured Party or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Obligors, any such demand, notice and right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and the Obligors shall supply to the Administrative Agent or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The Proceeds of each collection, sale or other disposition under this Section 5.05, including by virtue of the exercise of the license granted to the Administrative Agent in Section 5.04(b), shall be applied in the manner specified in Section 5.09.

The Obligors recognize that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Administrative Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Obligors acknowledge that any such private sales may be at prices and on terms less favorable to the Administrative Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Administrative Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the respective Issuer or issuer thereof to register it for public sale.

Amended and Restated Pledge and Security Agreement

5.06 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.05 are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Obligor shall remain liable for any deficiency.

5.07 Locations; Names; Corporate Organization. Without at least 30 days' prior written notice to the Administrative Agent, no Obligor shall change its location (as defined in Section 9-307 of the UCC) ,change its name from the name shown as its current legal name on Annex 1 or otherwise change its form of corporate organization.

5.08 Private Sale. None of the Secured Parties shall incur any liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.05 conducted in a commercially reasonable manner. Each Obligor hereby irrevocably waives any claims against any Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Administrative Agent accepts the first offer received and does not offer the Collateral to more than one offeree or purchases the Collateral either directly or through any affiliate.

5.09 Application of Proceeds. Except as otherwise herein expressly provided and except as provided below in this Section 5.09, the Proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Administrative Agent under Section 4 (including, without limitation, in respect of the Net Cash Proceeds and cash proceeds from any Recovery Event in accordance with Section 4) or this Section 5, shall be applied by the Administrative Agent:

First, to the payment of the costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of the Administrative Agent and the fees and expenses of its agents and counsel, and all expenses incurred and advances made by the Administrative Agent in connection therewith;

Next, to the payment in full of the Secured Obligations, in each case equally and ratably in accordance with the respective amounts thereof then due and owing under the Credit Documents or as the Lenders holding the same may otherwise agree in writing; and

Finally, to the payment to the respective Obligor, or their respective successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

Amended and Restated Pledge and Security Agreement

5.10 Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to the Administrative Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default, the Administrative Agent is hereby appointed the attorney-in-fact of each Obligor for the purpose of carrying out the provisions of this Section 5 and for taking any action and executing any instruments that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Administrative Agent shall be entitled under this Section 5 to make collections in respect of the Collateral, the Administrative Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of any Obligor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

5.11 Perfection. Prior to or concurrently with the execution and delivery of this Agreement (and at all times thereafter), each Obligor shall (i) file such financing statements and other documents in such offices as the Administrative Agent may request to perfect the security interests granted by Section 3 of this Agreement, (ii) cause the Administrative Agent to be listed as the lienholder on all certificates of title or ownership relating to Motor Vehicles owned by such Obligor, (iii) deliver to the Administrative Agent all certificates identified in Annex 1, accompanied by undated stock powers duly executed in blank and (iv) execute and deliver such short form assignments or security agreements relating to Collateral consisting of the Intellectual Property as the Administrative Agent may reasonably request. Without limiting the foregoing, each Obligor consents that UCC financing statements may be filed describing the Collateral as "all assets" or "all personal property" of such Obligor (provided that no such description shall be deemed to modify the description of Collateral set forth in Section 3).

5.12 Termination. When all Secured Obligations shall have been paid in full, this Agreement shall terminate (except as expressly provided herein), and the Administrative Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the respective Obligor and to be released and canceled all licenses and rights referred to in Section 5.04(b). The Administrative Agent shall also execute and deliver to the respective Obligor upon such termination such Uniform Commercial Code termination statements, certificates for terminating the Liens on the Motor Vehicles and such other documentation as shall be reasonably requested by the respective Obligor to effect the termination and release of the Liens on the Collateral.

5.13 Further Assurances. Each Obligor agrees that, from time to time upon the written request of the Administrative Agent, such Obligor will execute and deliver such further documents and do such other acts and things as the Administrative Agent may reasonably request in order fully to effect the purposes of this Agreement.

Amended and Restated Pledge and Security Agreement

5.14 Release of Motor Vehicles. So long as no Default shall have occurred and be continuing, upon the request of any Obligor, the Administrative Agent shall execute and deliver to such Obligor such instruments as such Obligor shall reasonably request to remove the notation of the Administrative Agent as lienholder on any certificate of title for any Motor Vehicle; provided that any such instruments shall be delivered, and the release effective only upon receipt by the Administrative Agent of a certificate from such Obligor stating that the Motor Vehicle the lien on which is to be released is to be sold or has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss and any proceeds of such sale or casualty loss being paid to the Administrative Agent hereunder).

## Section 6. Miscellaneous.

6.01 Notices. All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient at its "Address for Notices" specified pursuant to Section 10.2 of the Credit Agreement and shall be deemed to have been given at the times specified in said Section.

6.02 No Waiver. No failure on the part of any Secured Party to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by any Secured Party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

6.03 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each Obligor and the Administrative Agent (with the consent of the Required Lenders or all Lenders, as the case may be, as specified in Section 10.1 of the Credit Agreement). Any such amendment or waiver shall be binding upon the Secured Parties and each holder of any of the Secured Obligations and each Obligor.

6.04 Expenses. The Obligors jointly and severally agree to reimburse each of the Secured Parties for all reasonable costs and expenses incurred by them (including, without limitation, the reasonable fees and expenses of legal counsel) in connection with (i) any Default and any enforcement or collection proceeding resulting therefrom, including, without limitation, all manner of participation in or other involvement with (w) performance by the Administrative Agent of any obligations of the Obligors in respect of the Collateral that the Obligors have failed or refused to perform, (x) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, or any actual or attempted sale, or any exchange, enforcement,

Amended and Restated Pledge and Security Agreement

collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of the Administrative Agent in respect thereof, by litigation or otherwise, including expenses of insurance, (y) judicial or regulatory proceedings and (z) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) and (ii) the enforcement of this Section 6.04, and all such costs and expenses shall be Secured Obligations entitled to the benefits of the collateral security provided pursuant to Section 3.

6.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, representatives and administrators of each Obligor and the Secured Parties, (provided, however, that no Obligor shall assign transfer, encumber or otherwise alienate its rights or obligations hereunder without the prior written consent of the Administrative Agent).

6.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.07 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to conflicts of laws principles (other than Section 5-1401 of the General Obligations Law of the State of New York), except to the extent that the Law of jurisdictions where the Collateral is located may be required to apply to the Collateral..

6.08 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

6.09 Agents and Attorneys-in-Fact. The Administrative Agent may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

6.10 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Parties in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

6.11 Additional Obligors. As contemplated in Section 5.26 of the Credit Agreement, a new Subsidiary of any Obligor formed or acquired by such Obligor after the date

Amended and Restated Pledge and Security Agreement

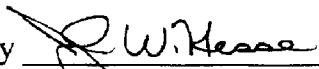
hereof may become a "Subsidiary Guarantor" under the Credit Agreement and an "Obligor" under this Agreement by executing and delivering to the Administrative Agent a Joinder Agreement in the form of Exhibit C to the Credit Agreement. Accordingly, upon the execution and delivery of any such Joinder Agreement by any such Subsidiary, such new Subsidiary shall automatically and immediately, and without any further action on the part of any Person, become an "Obligor" for all purposes of this Agreement, and each of the Annexes hereto shall be supplemented in the manner specified in Schedule A of such Joinder Agreement.

Amended and Restated Pledge and Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Pledge and Security Agreement to be duly executed and delivered as of the day and year first above written.

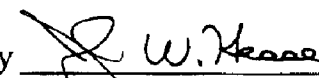
Borrower

NEW EDGE NETWORK, INC.

By   
Title: VP-Finance

Parent

NEW EDGE HOLDING COMPANY

By   
Title: VP-Finance

Administrative Agent

WACHOVIA BANK, NATIONAL ASSOCIATION

By \_\_\_\_\_  
Title:

Amended and Restated Pledge and Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Pledge and Security Agreement to be duly executed and delivered as of the day and year first above written.

Borrower

NEW EDGE NETWORK, INC.

By \_\_\_\_\_  
Title:

Parent

NEW EDGE HOLDING COMPANY

By \_\_\_\_\_  
Title:

Administrative Agent

WACHOVIA BANK, NATIONAL ASSOCIATION

By John J. Adams  
Title: Director

Amended and Restated Pledge and Security Agreement



**FILING DETAILS**

Current Legal Name (no trade names)	Type of Organization	Jurisdiction of Organization	Organizational ID Number	Current Mailing Address	Place of Business or Location of Chief Executive Office	Location of Goods	Former Legal Name(s) (if any)
New Edge Holding Company	Corporation	Delaware	3134272	3000 Columbia House Boulevard, Suite 106, Vancouver, WA 98661	3000 Columbia House Boulevard, Suite 106, Vancouver, WA 98661	3000 Columbia House Boulevard, Suite 106, Vancouver, WA 98661	None.
New Edge Network, Inc.	Corporation	Delaware	3049857	3000 Columbia House Boulevard, Suite 106, Vancouver, WA 98661	<p>3000 Columbia House Boulevard, Suite 106, Vancouver, WA 98661</p> <p>Additional places of business:</p> <p>Signature Place II, 14785 Preston Road, Dallas, Texas 75240.</p> <p>18102 Chesterfield Airport Rd., Units E &amp; F Chesterfield, MO 63005.</p> <p>200 Academy Drive, Suite 250, Austin, Texas.</p>	<p>New Edge Network, Inc. 3000 Columbia House Blvd Vancouver, WA 98661</p> <p>Assemtech 245 W. Roosevelt Road Building 8, Unit 54 West Chicago, IL 60185</p> <p>Allied BlueBird 2410 East 5th Street &amp; Grand Vancouver, WA 98661</p> <p>Graybar 900 Regency Dr. Glendale Heights, IL 60139</p> <p>See also Annex 1A attached hereto</p>	<p>Access21 Corporation</p> <p>New Edge Network</p>

Annex 1 to Amended and Restated Pledge and Security Agreement

**“NEW DEBTOR” EVENTS**

**Borrower**

None

**Parent**

None

**PLEDGED STOCK**

<u>Issuer</u>	<u>Certificate No.</u>	<u>Registered Owner</u>	<u>Number of Shares</u>
Borrower	C-0027	Parent	551 shares of common stock par value .000667

**LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND  
APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

**Borrower**

Unregistered copyrights for material on its website and certain Borrower-developed software.

**Parent**

None

**LIST OF PATENTS AND PATENT APPLICATIONS**

**Borrower**

None

**Parent**

None

Annex 5 to Amended and Restated Pledge and Security Agreement

**LIST OF TRADE NAMES, TRADEMARKS, SERVICE MARKS,  
TRADEMARK AND SERVICE MARK REGISTRATIONS AND  
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

**U.S. Trademarks**

**Borrower**

*Country:* United States

<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
MISC. DESIGN (NE LOGO)	38	Petition to Revive	75/924637	02/22/00		
NEW EDGE NETWORKS	38	Registered	75/752,753	07/16/99	2451976	05/15/01
TRANSEGE	38	Notice of Allowance	78/044471	01/23/01		

**Parent**

None

Annex 6 to Amended and Restated Pledge and Security Agreement

**Foreign Trademarks****Borrower***Country:* Canada

<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
MISC. DESIGN (NE LOGO)	38	Pending Application	1068103	07/21/2000		
NEW EDGE NETWORKS	38	Pending Application	1042829	01/14/2000		

*Country:* European Union

<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
NEW EDGE NETWORKS	9, 38, 42	Registered	1460740	01/14/2000	1460740	05/07/01

*Country:* Mexico

<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
MISC. DESIGN (NE LOGO)	38	Registered	438501	02/22/00	674919	07/26/00
NEW EDGE NETWORKS	38	Registered	406731	01/17/2000	668439	08/17/2000

**Parent**

None

## LIST OF CONTRACTS, LICENSES AND OTHER AGREEMENTS

### **Borrower**

ObjectSwitch Corporation End-User Software License Agreement dated August 20, 1999.

Software License and Maintenance Agreement by and between NightFire Software, Inc. and New Edge Network, Inc. dated October 4, 1999.

Master License Agreement For Common Language Information dated October 8, 1999 by and between New Edge Network, Inc. and Telcordia Technologies.

Portal Software License and Support Agreement dated September 27, 1999 by and between Portal Software, Inc. and New Edge Network, Inc.

Software License and Services Agreement dated January 27, 2000 by and between PeopleSoft USA, Inc. and New Edge Networks, including Addendum No. 1 thereto.\*

Purchase and License Agreement dated September 1, 1999 by and between Newbridge Networks, Inc. and New Edge Networks.

Software License Agreement dated March 9, 2000 by and between New Edge Network, Inc. and Billsoft, Inc.

Software License Agreement dated March 6, 2000 by and between New Edge Network, Inc. and Billsoft, Inc.

Database License Agreement and Terms & Conditions dated January 6, 2000 by and between infoUSA Inc. and New Edge Networks.

End User License dated April 5, 2000 by and between Crosskeys Systems Inc. and New Edge Networks, Inc.

End Customer Premium Software Support Services Agreement dated April 5, 2000 by and between Crosskeys Systems Inc. and New Edge Networks, Inc.

Purchase and License Agreement between Nortel Networks, Inc. and New Edge Networks dated as of April 2001.

At Work Proprietary Software License Agreement, by and between At Home Corporation and New Edge Network, Inc. dated February 15, 2002.

Annex 7 to Amended and Restated Pledge and Security Agreement



**Parent**

None

Annex 7 to Amended and Restated Pledge and Security Agreement

**TRADEMARK**

**REEL: 002520 FRAME: 0033**

## ANNEX 1A

**LIST OF ADDITIONAL SITES**

Borrower has signed contracts for leasing physical space from regional aggregation point (RAP) landlords to locate its equipment at the respective RAP. Borrower typically pays for RAP space on a square foot basis. Borrower has entered RAP lease agreements at the following locations with the respective landlords:

<u>City</u>	<u>Landlord</u>	<u>Address</u>
Portland	WCI Lightpoint	921 SW Washington St. 97205
Denver	Level 3	1850 Pearl St. 80203
Seattle	WCI Lightpoint	2001 6th Ave. (Westin Bldg.) 98121
Chicago	Level 3	111 North Canal Street 60606
Minneapolis	KMC	625 Marquette Avenue 55402
Sunnyvale	Level 3	1380 Kifer Rd., Sunnyvale CA 94086
Los Angeles	IX2	624 S. Grand Ave. (1 Wilshire) 90017
Dallas	Level 3	3180 Irving Blvd. 75247
Salt Lake City	Nextlink	8871 South Sandy Parkway, Sandy, UT 84070
Sacramento	Nextlink	1390 Lead Hill Blvd, Roseville CA 95661
Ashburn VA	Equinix	21711 Filigree Ct., Ashburn VA 20147
Orlando	Level 3	380 Lake Destiny Drive, Eatonville FL 32810
San Diego	Level 3	8929 Aero Drive 92123
Atlanta	Broadwing	4311 Best Road 30337
Cleveland	Nextlink	815 Superior Ave. NE, 2 <sup>nd</sup> Fl, Cleveland, OH 44114
New Orleans	Cox Business Services	1250 Poydras St, Ste 1050, New Orleans, LA 70113
St. Louis	Switch & Data Facilities	210 N. Tucker Blvd, 4 <sup>th</sup> Fl, St. Louis, MO 63101
Houston	Level 3	12001 North Freeway, Houston, TX

Borrower has signed contracts for leasing physical space for the following Co-Location Sites for Metro Internet Access Service leased from AT&T and Equinix in conjunction with the Asset Purchase Agreement with At Home Corporation:

Phoenix	2600 N. Central, Phoenix, AZ 85003
Phoenix	211 W. Monroe, Phoenix, AZ 85003
Los Angeles	600 W 7th Street, Los Angeles, CA 90071
Los Angeles	420 S. Grand Ave., Los Angeles, Ca 90071
Sacramento	603 S St., Sacramento, CA 95814
San Francisco	611 Folsom Ave., San Francisco, Ca 94108
San Diego	650 Robinson St., San Diego, CA 92103
San Jose	11 Great Oaks, San Jose, CA 94149
San Jose	95 S. Almaden Ave., San Jose, Ca 95113
Santa Clara	3440 Garret Dr., Santa Clara, CA 95054
Denver	1425 Champa St., Denver, CO 80202
Washington	30 E Street SW, Washington, DC 20024
Ashburn	21711 Filigree Ct., Ashburn, VA 20147
Miami	13 N.W. 6th St., Miami, FL 33136
Atlanta	51 Peachtree Center Ave., Atlanta, Ga 30309
Chicago	10 S. Canal St., Chi. IL 60606
Chicago	350 E. Cermak Rd., Chicago, IL 60616
Indianapolis	112 W. North St., Indianapolis, IN 46204
Boston	230 Congress St., Boston, MA 02110
Boston	250 Bent St., Boston, MA 02141
Baltimore	323 N. Charles St., Baltimore, MD 21201
Detroit	320 E. Big Beaver, Troy, MI 48083
Newark	95 Williams St., Newark, NJ 07102
New York	33 Thomas St, NY, NY 10007
Portland	819 S.W. Oak St., Portland, OR 97205
Philadelphia	2130 Arch St., Philadelphia, PA 19106
Philadelphia	500 S. 27th St., Philadelphia, PA 19146
Providence	275 Promenade, RI 02908
Nashville	185 2nd Ave. No., Nashville, TN 37201
Dallas	4100 Bryan St., Dallas, TX 75204
Houston	1407 Jefferson, Houston, TX 77002
Salt Lake City	70 S State St., Salt Lake City, UT 84111
Seattle	1122 3rd Ave., Seattle, WA 98101

Annex 1A to Amended and Restated Pledge and Security Agreement

## Leased Property

Lease Agreement dated November 22, 1999 by and between WHML-S Real Estate Limited Partnership and New Edge Network, Inc.

Commercial Property Lease dated June 28, 1999 by and between Quad Investments and New Edge Network, Inc. (formerly Access 21 Corporation), as amended by Amendment Number One dated November 17, 1999.

Office Sublease dated as of January 6, 2000 by and between Analysts International Corporation and New Edge Networks, Inc., including Consent to Sublease, pursuant to which New Edge Networks, Inc. acknowledges that it will be bound by the 8200 Normandale Building Office Lease dated as of March 1995 by and between The Northwestern Mutual Life Insurance Company and Analysts International Corporation (including the Addendum to Lease, Amendment No. 1 to Lease dated July 6, 1995, Amendment No. 2 to Lease dated October 30, 1995, Amendment No. 3 to Lease dated February 15, 1996, Amendment No. 4 to Lease dated November 8, 1996, Amendment No. 5 to Lease dated May 12, 1998 and Satellite Dish License Agreement dated February 1995 by and between The Northwestern Mutual Life Insurance Borrower and Analysts International Corporation).

Sublease Agreement dated December 1999 by and between Rational Software Corporation and New Edge Networks, as sublessee, including Consent to Sublease of Lease, pursuant to which the Borrower acknowledged that it will assume all obligations under a Lease dated November 21, 1997 by and between Rational Software Corporation and South Meridian Boulevard Investors LLC.

Commercial Property Lease dated April 17, 2000 by and between Quad Investments and New Edge Network, Inc. dba New Edge Networks.

Sublease dated September 13, 2000 by and between New Edge Network, Inc., as sublessee, and Tritel Services Inc., including Parking Provisions and consent of landlord (Wynwood Office Associates, LLC), incorporating Deed of Lease by and between Meridian/Wynwood Office Plaza, LLC and Bank of America, N.A.

Sublease Agreement dated November 15, 1999 by and between USB Payment Processing, Inc. and New Edge Network, as sublessee, (incorporating Office Lease dated December 9, 1998 by and between Bernal Corporate Park Sycamore Terrace Office Lease between Bernal Corporate Park and USB Payment Processing, Inc.).

Sublease Agreement dated March 9, 2001 by and between Hire.com and New Edge Networks, as sublessee, pursuant to which the Borrower warranted that it will comply with all of the terms and

### Annex 1A to Amended and Restated Pledge and Security Agreement

provisions under a lease dated April 12, 2000 by and between Terrace Holdings, L.P. and Hire.com.

Annex 1A to Amended and Restated Pledge and Security Agreement

## Public Storage Space

Assemtech  
245 W. Roosevelt Road  
Building 8, Unit 54  
West Chicago, IL 60185

Allied BlueBird  
2410 East 5th Street & Grand  
Vancouver, WA 98661

Graybar  
900 Regency Dr.  
Glendale Heights, IL 60139

Annex 1A to Amended and Restated Pledge and Security Agreement

Sites

CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
ASHLAND TOPS	ASLDOR55	50 Sixth Street	ASHLAND	OR	97520
ASPEN	ASPECOMA	117 N Aspen Street	ASPEN	CO	81611
ATASCADERO	ATSCCA11	6220 ATASCADERO AV	ATASCADERO	CA	93422
ATWATER	ATWRCA12	1298 CEDAR AV	ATWATER	CA	95301
AUBURN	AUBNCA01	1125 LINCOLN WY	AUBURN	CA	95603
AUSTIN	AUSTMNAB	311 NW 1st Street	AUSTIN	MN	55912
BEDFORD	BDFRIN01	1404 K Street	BEDFORD	IN	47421
BEND	BENDOR24	100 Kearney Avenue	BEND	OR	97701
BRIGHAM CITY	BGCYUTMA	45 East 2nd South	BRIGHAM CITY	UT	84302
BAKERSFIELD	BKFDCA11	148 WEEDPATCH HWY	BAKERSFIELD	CA	93307
BAKERSFIELD	BKFDCA12	1918 M ST	BAKERSFIELD	CA	93301
BAKERSFIELD	BKFDCA13	3501 COLUMBUS AV	BAKERSFIELD	CA	93306
BAKERSFIELD	BKFDCA14	3221 S H ST	BAKERSFIELD	CA	93304
BAKERSFIELD	BKFDCA17	11609 ROSEDALE HWY	BAKERSFIELD	CA	93307
BAKERSFIELD	BKFDCA19	11101 White Lane	BAKERSFIELD	CA	93304
ABERNDALE	ABDLFLXA	214 E Lake Ave	WINTER HAVEN	FL	33823
ABILENE ORCHARD	ABLNTXOR	343 Cedar	ABILENE	TX	79601
ABILENE OWEN	ABLNTXOW	2626 Post Oak Rd	ABILENE	TX	79605
AUGUSTA MARTINEZ EAST	AGSTGAU	3923 WASHINGTON RD	AUGUSTA	GA	30907
AUGUSTA FLEMING EAST	AGSTGAFL	3107 PEACH ORCHARD RD	AUGUSTA	GA	30906
AUGUSTA MAIN	AGSTGAMT	937 GREENE ST	AUGUSTA	GA	30902
AUGUSTA THE HILLE	AGSTGATH	2115 KINGS WAY	AUGUSTA	GA	30904
ALBQ ACADEMY	ALBQNMAC	7621 Wyoming NE	ALBUQUERQUE	NM	87109
ALBQ CORRALES	ALBQNMCR	10155 Coors Rd	ALBUQUERQUE	NM	87114
ALBQ EAST	ALBQNMEA	120 Sierra NE	ALBUQUERQUE	NM	87108
ALBQ MAIN	ALBQNMMA	111 3rd St. NW	ALBUQUERQUE	NM	87102
ALBQ NORTHEAST	ALBQNMNE	9509 Menaul	ALBUQUERQUE	NM	87112
ALBQ NORTH	ALBQNMNO	417 Griegos Rd NW	ALBUQUERQUE	NM	87107
ALBQ RIO RANCHO	ALBQNMRR	1840 Southern	ALBUQUERQUE	NM	87106
ALBQ SAN MATEO	ALBQNMSM	3315 San Mateo NE	ALBUQUERQUE	NM	87110
ALBQ SOUTHWEST	ALBQNMSW	1700 Barcelona SW	ALBUQUERQUE	NM	87105
ALBQ WEST	ALBQNMWE	108 94th St NW	ALBUQUERQUE	NM	87105
ALBANY	ALBYOR63	135 S. Montgomery Street	ALBANY	OR	97321
AMERICAN FORK	AMFKUTMA	85 N. Merchant St.	AMERICAN FORK	UT	84003
AMARILLO DRAKE	AMRLTX02	113 W 10TH	AMARILLO	TX	97101
AMARILLO FLEETWOOD	AMRLTXFL	3312 S. WESTERN St	AMARILLO	TX	79101

Annex 1A to Amended and Restated Pledge and Security Agreement

CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
ANACORTES	ANCRWAXX	502 O AVE	ANACORTES	WA	98221
BLOOMINGTON 01	BLTNIN01	301 N Washington	BLOOMINGTON	IN	47408
BEMIDJI	BMDJMNBE	519 Beltrami	BEMIDJI	MN	56601
BREMERTON ESSEX	BMTNWA01	611 6th St.	BREMERTON	WA	98337
BENTON HARBOR	BNHRMIMN	56 W Wall St	BENTON HARBOR	MI	49022
ANKENY	ANKNIACO	413 ANKENY BLVD	ANKENY	IA	50021
ANOKA	ANOKMNAN	425 Monroe Street	ANOKA	MN	55303
APPLETON	APPLWI01	221 W Washington Street	APPLETON	WI	54911
APPLE VALLEY	APVYCAXF	13643 NAVAJO RD	APPLE VALLEY	CA	92308
ARROYO GRANDE	ARGRCA12	225 N HALCYON RD	ARROYO GRANDE	CA	93420
ANDERSON	ARSNIN01	121 E 11th Street	ANDERSON	IN	46016
BLAINE	BLANMNBL	8520 NE Baltimore	BLAINE	MN	55414
BELLINGHAM REGENT	BLHMWA01	1201 N Forest	BELLINGHAM	WA	98225
BILLINGS	BLNGMTMA	202 N 30th	BILLINGS	MT	59101
BILLINGS WEST W/ OSPS	BLNGMTWE	3190 Central Ave	BILLINGS	MT	59102
BLOOMINGTON-MAIN	BLTNILXD	110 E MONROE ST	BLOOMINGTON	IL	61701
BANNING	BNNGCAXF	160 W HAYS ST	BANNING	CA	92220
BONITA SPRINGS	BNSPFLXA	28160 BEAUMONT RD	BONITA SPRINGS	FL	33923
BOISE MAIN	BOISIDMA	619 West Bannock	BOISE	ID	83702
BOISE WEST	BOISIDWE	1630 North Maple Grove Rd.	BOISE	ID	83704
BROKEN ARROW MAIN	BRAROKXA	114 W BROADWAY AVE	BROKEN ARROW	OK	74012
BROKEN ARROW-WEST	BRAROKXB	7200 S MINGO RD	BROKEN ARROW	OK	74133
BROKEN ARROW SOUTH	BRAROKXC	5301 S ELM PL	BROKEN ARROW	OK	74011
BRAINERD	BRNRMNBR	402 South 7th	BRAINERD	MN	56401
BRECKINRIDGE	BRRGCOMA	300 W 4 O'CLOCK RD	BRECKENRIDGE	CO	80424
BRYAN-MAIN	BRYNTXXA	206 E 26TH ST	BRYAN	TX	77803
BATTLE GROUND	BTLGWA01	15 NE 2nd (aka 14 Beech Street)	BATTLE GROUND	WA	98604
BEAUMONT	BUMTCAXF	861 BEAUMONT AVE	BEAUMONT	CA	92223
BEAUMONT TERMINAL	BUMTTXTE	220 MAIN	BEAUMONT	TX	77701
BEAUMONT TWIN BROOKS	BUMTTXTW	4310 SINGLETON	BEAUMONT	TX	77708
BEAUMONT	BUMTTXUN	8345 McLean Rd	BEAUMONT	TX	77707
BUTTE	BUTTMT09	226 W. Broadway	BUTTE	MT	59701
BROWNSVILLE LINCOLN	BWVLTXLI	701 E Washington	BROWNSVILLE	TX	78520
BAY CITY	BYCYMIMN	605 Center Ave	BAY CITY	MI	48706
BAY CITY	BYCYMIWS	3945 N Euclid Ave	BAY CITY	MI	48706
BAYWOOD PARK-LOS OSOS	BYPKCA11	2053 10 St.	BAYWOOD PARK	CA	93402

Annex 1A to Amended and Restated Pledge and Security Agreement



CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
BOZEMAN	BZMNMNTMA	114 S. Willson	BOZEMAN	MT	59715
CABOT	CABTARXA	217 W OLIVE ST	CABOT	AR	72023
CAMAS	CAMSWAXX	330 NE 5TH ST	CAMAS	WA	98607
COCOA BEACH	CCBHFLMA	450 ORANGE AVE.	COCOA BEACH	FL	32931
CEDAR CITY	CDCYUTMA	103 West CTR	CEDAR CITY	UT	84720
CEDAR FALLS	CDFLIACO	1504 WASHINGTON	CEDAR FALLS	IA	50613
CEDAR RAPIDS-DOWNTOWN	CDRRIADT	619 3RD AV SE	CEDAR RAPIDS	IA	52401
CEDAR RAPIDS-MARION	CDRRIAMN	8TH AVE AT 10TH ST	CEDAR RAPIDS	IA	52302
CEDAR RAPIDS-NORTH	CDRRIANO	1800 BLAIRS FERRY RD	CEDAR RAPIDS	IA	52402
CEDAR RAPIDS-WEST	CDRRIAWS	411 WILEY BLVD	CEDAR RAPIDS	IA	52405
CHICO	CHICCA01	518 W 4TH ST	CHICO	CA	95926
CHAMPAIGN URBANA CP	CHMPILCP	201-203 S Neil St	CHAMPAIGN	IL	61820
CHAMPAIGN URBANA CU	CHMPILCU	708 S 4th St	CHAMPAIGN	IL	61822
CHARLOTTE	CHRLMIMN	211 W Lovett St	CHARLOTTE	MI	48813
CHEYENNE MAIN	CHYNWYMA	1919 Capital Avenue	CHEYENNE	WY	82001
CLEARFIELD	CLFDUTMA	363 North Main	CLEARFIELD	UT	84015
COLUMBIA	CLMAMOX	625 CHERRY ST	COLUMBIA	MO	65201
COLUMBUS	CLMBIN01	420 E 7th Street	COLUMBUS	IN	47201
COLUMBUS	CLMBNEXG	1366 27TH AVE	COLUMBUS	NE	68601
CALIMESA	CLMSCAXF	1010 CALIMESA BLVD	CALIMESA	CA	92320
CLAREMORE	CLRMOKMA	313 W Patty Page Blvd	CLAREMORE	OK	74017
COLLEGE STATION	CLSTTXXA	200 NAGLE ST	BRYAN	TX	77840
COLLEGE STATION	CLSTTXXB	RICHARDS ST & LASSIE LN	BRYAN	TX	77840
CLOVIS (FRESNO)	CLVSCA11	525 E SHAW AV	FRESNO	CA	93612
CALDWELL	CLWLIDMA	701 Cleveland Blvd.	CALDWELL	ID	83605
CANTON	CNTNOH45	420 McKinley Ave NW	CANTON	OH	44702
CONWAY	CNWYARMA	820 Locust	CONWAY	AR	72032
COCOA MAIN	COCOFLMA	712 FLORIDA AV	COCOA	FL	32931
COCOA MERRITT ISLAND	COCOFLME	125 MUSTANG WAY	COCOA	FL	32922
CAPE CORAL	CPCRFLXA	4001 PALM TREE BLVD	CAPE CORAL	FL	33904
CAPE CORAL - NORTH	CPCRFLXB	906 COUNTRY CLUB BLVD	CAPE CORAL	FL	33990
COPPERAS COVE	CPCVTXXA	409 S. MAIN	COPPERAS COVE	TX	76522
CAPE GIRARDEAU	CPGRMOED	800 Broadway	CAPE GIRARDEAU	MO	63701
COEUR D' ALENE	CRALIDXX	2115 N GOVERNMENT WAY	COEUR D' ALENE	ID	83814
CORPUS CHRISTI TERMINAL	CRCHTXTE	4605 Kostoryz Rd.	CORPUS CHRISTI	TX	78415
CORPUS CHRISTI TULIP	CRCHTXTU	406 N CARANCAHUA	CORPUS CHRISTI	TX	78401

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CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
CORPUS CHRISTI WYMAN	CRCHTXWY	1744 AIRLINE RD	CORPUS CHRISTI	TX	78412
CARSON CITY	CRCYNV01	709 N Stewart St	CARSON CITY	NV	89701
CARBONDALE	CRDLCOMA	Main Street	CARBONDALE	CO	81623
CARLSBAD-OCEANSIDE	CRLSCA11	3368 Harding St	CARLSBAD	CA	92008
CARLSBAD	CRLSCA12	2175 Camino Vida Roble	CARLSBAD	CA	92008
CARMEL	CRMLCA11	SW Cnr of JUNIPERO ST and 7th Ave	CARMEL	CA	93921
CARPINTERIA	CRPRCAXF	5115 OGAN RD	CARPINTERIA	CA	93013
CARTHAGE	CRTHMOFL	225 W. 6 th Street	CARTHAGE	MO	64836
CORVALLIS	CRVSOR65	401 Jackson Street	CORVALLIS	OR	97330
CASPER	CSPRWYMA	103 N Durbin	CASPER	WY	82601
CYPRESS GARDENS	CYGRFLXA	3415 CYPRESS GARDENS Rd	WINTER HAVEN	FL	33884
FT. MYERS-CYPRESS LAKE	CYLKFLXA	15143 WINKLER RD	FORT MYERS	FL	33907
DANVILLE	DAVLILDA	320 N Walnut St	DANVILLE	IL	61832
DAVIS	DAVSCA11	230 C ST	DAVIS	CA	95616
DECATUR DC	DCTRILDC	150 W North St	DECATUR	IL	62522
DECATUR DN	DCTRILDN	180 E Mound Rd	DECATUR	IL	62526
DELAND	DELDFLMA	316 W NEW YORK AV	DELAND	FL	32720
DE PERE	DEPRW111	119 S Michigan Street	DE PERE	WI	54115
DES MOINES-ASHWORTH	DESMIAAW	1051 35TH	DES MOINES	IA	50265
DES MOINES-DT	DESMIADT	604 9TH ST	DES MOINES	IA	50309
DES MOINES-EAST	DESMIAEA	2103 E UNIVERSITY	DES MOINES	IA	50317
DES MOINES-NORTHWEST	DESMIANW	3841 70TH	DES MOINES	IA	50322
DES MOINES-SOUTH	DESMIASO	6008 SW 9TH	DES MOINES	IA	50315
DES MOINES-WEST	DESMIAWS	4201 KINGMAN BLVD	DES MOINES	IA	50311
DESTIN	DESTFLXA	245 MAIN ST	DESTIN	FL	32541
DULUTH-HEMLOCK	DLTHMNAF	1202 East 1st Street	DULUTH	MN	55805
DULUTH-MELROSE	DLTHMNME	322 West 1st Street	DULUTH	MN	55802
DURANGO	DURNCOMA	1035 E 2nd Avenue	DURANGO	CO	81301
DAVENPORT-DOWNTOWN	DVNPIADT	528 MAIN ST	DAVENPORT	IA	52801
DAVENPORT-EAST	DVNPIAEA	15TH & GRANT	DAVENPORT	IA	52803
DAVENPORT-NORTHWEST	DVNPIANW	3843 N PINE	DAVENPORT	IA	52806
DAYTONA BEACH MAIN	DYBHFLMA	268 N RIDGEWOOD AV	DAYTONA BEACH	FL	32114
DAYTONA BEACH	DYBHFLOB	22 S RIDGEWOOD AV	ORMOND BEACH	FL	32174

Annex 1A to Amended and Restated Pledge and Security Agreement

CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
ORMOND					
DAYTONA BEACH	DYBHFLPO	829 ORANGE AV	DAYTONA BEACH	FL	32019
EAGLE	EAGLIDNM	62 N Eagle Rd	EAGLE	ID	83616
EDINBURG	EDBGTXEB	201 W. Mahl St.	EDINBURG	TX	78539
EL DORADO	ELDOKSST	140 n Star St.	EL DORADO	KS	67042
EAST LANSING	ELNSMIMN	337 Abbott Rd	EAST LANSING	MI	48823
EL PASO-EAST	ELPSTXEA	3101 AURORA	EL PASO	TX	79930
EL PASO-HACIENDA	ELPSTXHA	7945 PARRAL RD	EL PASO	TX	79915
EL PASO-MAIN	ELPSTXMA	510 TEXAS ST	EL PASO	TX	79901
EL PASO-NORTHEAST	ELPSTXNE	5001 HONDO PASS	EL PASO	TX	79924
EL PASO-NORTH	ELPSTXNO	100 SUNSET RD	EL PASO	TX	79922
EL PASO-SOUTHEAST	ELPSTXSE	6045 GRIEMS CT	EL PASO	TX	79905
EL PASO-SANDHILLS	ELPSTXSH	2001 N ZARAGOSA RD	EL PASO	TX	79927
EL PASO-YSLETA	ELPSTXYS	520 IVEY RD	EL PASO	TX	79927
EUGENE RIVER RD	EUGNOR28	1703 River Road	EUGENE	OR	97404
EUGENE 10TH AVE	EUGNOR53	112 E 10th Avenue	EUGENE	OR	97401
EUREKA	EURKCA01	1818 F ST	EUREKA	CA	95501
EVANSVILLE 02	EVVLIN02	2613 Lincoln Ave	EVANSVILLE	IN	47714
EVANSVILLE 03	EVVLIN03	134 NW 6th Street	EVANSVILLE	IN	47708
EAST WENATCHEE	EWNCWAXA	1041 EASTMONT AVE	EAST WENATCHEE	WA	98802
FARGO-MOORHEAD	FARGNDBC	409 First Ave N.	FARGO	ND	58102
FOND DU LAC	FDULWI01	70 E Division Street	FON DU LAC	WI	54935
FALLBROOK	FLBKCA12	717 S STAGE COACH LN	FALLBROOK	CA	92028
FLAGSTAFF EAST	FLGSAZEA	3600 East Lockett Dr	FLAGSTAFF	AZ	86004
FLAGSTAFF MAIN	FLGSAZMA	24 West Aspen/112 N. Beaver	FLAGSTAFF	AZ	86001
FINDLAY	FNDYOH42	121 W Hardin St	FINDLAY	OH	45840
FAIRFIELD	FRFDCA01	738 WEBSTER ST	FAIRFIELD	CA	94533
FREMONT	FRMTNENW	510 N D Street	FREMONT	NE	68025
FRESNO	FRSNCA01	1455 VAN NESS AV	FRESNO	CA	93704
FRESNO	FRSNCA11	1250 ASHLAN AV	FRESNO	CA	93704
FRESNO	FRSNCA12	4781 E TULARE ST	FRESNO	CA	93702
FRESNO	FRSNCA13	420 W SIERRA AV	FRESNO	CA	93704
FRESNO	FRSNCA14	4301 N POLK AV	FRESNO	CA	93711
FARMINGTON MAIN	FRTNNMMA	411 N ALLEN STREET	FARMINGTON	NM	87401
HARMONY (FT COLLINS)	FTCLCOHM	4620 S College	FT COLLINS	CO	80525
FT COLLINS	FTCLCOMA	124 W Magnolia	FT COLLINS	CO	80524
FORT MYERS BEACH	FTMBFLXA	3211 ESTERO BLVD	FORT MYERS	FL	33931
FORT MYERS	FTMYFLXA	1520 LEE ST	FORT MYERS	FL	33901
FORT MYERS-EAST	FTMYFLXB	4641 PALM BEACH BLVD	FORT MYERS	FL	33905

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CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
FORT MYERS-SOUTH	FTMYFLXC	3825 S CLEVELAND AVE	FORT MYERS	FL	33907
FORT PIERCE	FTPRFLMA	712 CITRUS AV	FORT PIERCE	FL	34950
FORT SMITH- GLADSTONE	FTSMARGL	8200 Rogers Ave.	FORT SMITH	AR	72903
FORT SMITH- MISSION	FTSMARMI	3101 S Zero	FORT SMITH	AR	72901
FORT SMITH - SUNSET	FTSMARSU	101 N 13th	FORT SMITH	AR	72901
FORT WALTON BEACH	FTWBFLXA	212 SE HOLLYWOOD BLVD	FORT WALTON BEACH	FL	33909
FORT WALTON BEACH	FTWBFLXB	630 DENTON BLVD	FORT WALTON BEACH	FL	32547
FAYETTEVILLE	FYVLARHI	138 N East	FAYETTEVILLE	AR	72701
GRAND FORKS	GDFRNDDBC	103 N 5th St	GRAND FORKS	ND	58201
GRAND JUNCTION	GDJTCOMA	800 Main Street	GRAND JUNCTION	CO	81501
GULF BREEZ	GLBRFLMC	98 MCCLURE DR	GULF BREEZE	FL	32561
GOLDEN GATE	GLGCFLXA	4661 SUNSET RD	NAPLES	FL	33999
GLENWOOD SPRINGS	GLSPCOMA	921 Grand Avenue	GLENWOOD SPRINGS	CO	81601
GILLETTE	GLTTWYMA	405 S Gillette Ave	GILLETTE	WY	82716
GREEN BAY	GNBYWI01	205 S Jefferson Street	GREEN BAY	WI	54301
GREEN BAY	GNBYWI11	703 S Ridge Road	GREEN BAY	WI	54304
GREEN BAY	GNBYWI12	155 Huth Street	GREEN BAY	WI	54302
GREEN VALLEY	GNVYAZMA	10 N La Canada Dr	GREEN VALLEY	AZ	85614
GOLETA	GOLTCAXF	4990 HOLLISTER AVE	GOLETA	CA	93117
GREELEY	GRELCOMA	926 10th Street	GREELEY	CO	80631
GREAT FALLS	GRFLMTMA	401 1st Ave North	GREAT FALLS	MT	59401
GRAHAM	GRHMWAGR	22405 38th Ave E	GRAHAM	WA	98338
GRAND HAVEN	GRHVMIMN	501 Washington ST	GRAND HAVEN	MI	49417
GRANTS PASS	GRPSOR29	205 NW 5th Street	GRANTS PASS	OR	97526
GRASS VALLEY	GRVYCA01	315 COLFAX AV	GRASS VALLEY	CA	95945
GAINESVILLE	GSVLFLMA	400 SW 2ND AV	GAINESVILLE	FL	32601
GAINESVILLE NORTHWEST	GSVLFLNW	7525 NW 5TH PL	GAINESVILLE	FL	32601
HOBE SOUND	HBSDFLMA	11500 SE DIXIE HWY	HOBE SOUND	FL	33455
HUDSON	HDSNFLXA	14010 OLD DIXIE HWY	HUDSON	FL	34669
HUDSONVILLE	HDVLMIMN	2820 Port Sheldon Rd	HUDSONVILLE	MI	49426
HIGHLANDS	HGLDFLXA	4605 CLEVELAND HEIGHTS BLVD	LAKELAND	FL	33813
HOLLAND	HLLDMIMN	13 W 10th St	HOLLAND	MI	49423
HOLLAND	HLLDMINR	15216 Quincy	HOLLAND	MI	49423
HOLLAND	HLLDOH11	1155 Clark St	HOLLAND	OH	43528
HELENA	HLNAMTMA	441 North Park	HELENA	MT	59601
HOLLISTER	HLSTCA11	540 SALLY ST	HOLLISTER	CA	95023

Annex 1A to Amended and Restated Pledge and Security Agreement

CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
HANFORD	HNFRCA01	516 N DOUTY ST	HANFORD	CA	93230
HOLT	HOLTMIHE	4276 W Holt Rd	HOLT	MI	48842
HARLINGEN	HRLNTXHG	401 E VAN BURAN	HARLINGEN	TX	78550
HESPERIA	HSPRCAXF	16555 HERCULES ST	HESPERIA	CA	92345
HUTCHINSON ISLAND MAIN	HTISFLMA	10990 S OCEAN DR	JENSEN BEACH	FL	34957
HUTCHINSON	HTSNKS02	101 E 2nd	HUTCHINSON	KS	67501
HAYDEN LAKE	HYLKIDXX	1400 Hayden Lake Blvd	HAYDEN LAKE	ID	83835
IDAHO FALLS	IDFLIDMA	299 Constitution Way	IDAHO FALLS	ID	83402
FORT MYERS	IONAFLXA	11491 CAPISTRANO WAY	FORT MYERS	FL	33908
IOWA CITY	IWCYIATC	302 S LINN	IOWA CITY	IA	52240
JACKSON	JCSNMIMN	304 S Jackson St	JACKSON	MI	49201
JACKSON	JCSNWYMA	26 E Pearl St	JACKSON	WY	83001
JACKSONVILLE	JCVLARXA	108 N JAMES ST	JACKSONVILLE	AR	72076
JEFFERSON CITY	JFCYMOXA	319 MADISON ST	JEFFERSON CITY	MO	65101
JONESBORO	JNBOARMA	723 S. Church	JONESBORO	AR	72401
JOPLIN	JPLNMOMA	723 Pearl St.	JOPLIN	MO	64801
JUPITER	JPTRFLMA	112 SEMINOLE AV	JUPITER	FL	33458
KLAMATH FALLS	KLFLOR54	120 N 8th Street	KLAMATH FALLS	OR	97601
KILLEEN	KLLNTXXA	415 N. 2ND	KILLEEN	TX	76541
KILLEEN-HARKER HEIGHTS	KLLNTXXC	1300 DOGWOOD	KILLEEN	TX	76543
KALAMAZOO	KLMZMIFA	133 W Lovell St	KALAMAZOO	MI	49007
KENNEWICK HIGHLANDS	KNWCWAXA	4916 W CLEARWATER AVE	KENNEWICK	WA	99336
KENNEWICK MAIN	KNWCWAXB	15 S BENTON ST	KENNEWICK	WA	99336
KOKOMO 01	KOKMIN01	116 E Taylor Street	KOKOMO	IN	46901
KOKOMO 02	KOKMIN02	601 E Alto Road	KOKOMO	IN	46901
KEARNEY	KRNYNEXG	2302 1ST AVE	KEARNEY	NE	68847
KAYSVILLE	KYVLUTMA	669 South Fort Lane	KAYSVILLE	UT	84037
LACEY	LACYWA01	1311 College Rd	LACEY	WA	98503
LAREDO	LARDTXLA	902 San Eduardo	LAREDO	TX	78040
LARAMIE	LARMWYNM	809 Grand Avenue	LARAMIE	WY	82070
LUBBOCK FRANKFORD	LBCKTXFR	5711 98th St	LUBBOCK	TX	79424
LUBBOCK PORTER SHERWOOD	LBCKTXPS	1405 Main St.	LUBBOCK	TX	79401
LUBBOCK SWIFT	LBCKTXSW	4402 34th St.	LUBBOCK	TX	79410
LITTLE CHUTE	LCHTWI11	234 Grand Ave	LITTLE CHUTE	WI	54140
LAFAYETTE XA	LFYTINXA	661 MAIN ST	LAFAYETTE	IN	47901
LONGVIEW GREGTON	LGVWTXGR	105 E Niblick	LONGVIEW	TX	75604
LONGVIEW PLAZA	LGVWTXPL	214 E Whaley	LONGVIEW	TX	75601

Annex 1A to Amended and Restated Pledge and Security Agreement

CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
LONGVIEW	LGVWWA02	1305 Washington Wa	LONGVIEW	WA	98632
LEHIGH ACRES	LHACFLXA	190 LEE BLVD	LEHIGH ACRES	FL	33936
LAKELAND MAIN	LKLDFLXA	120 E LIME ST	LAKELAND	FL	33801
LAKELAND EAST	LKLDFLXE	3404 STATE RD 542 E	LAKELAND	FL	33801
LAKELAND NORTH	LKLDFLXN	5858 USHWY 98	LAKELAND	FL	33813
LOMPOC	LMPCCAXF	205 W PINE AVE	LOMPOC	CA	93438
LANSING	LNNGMIMN	221 N Washington Sq	LANSING	MI	48906
LANSING	LNNGMINW	3400 Franette Rd	LANSING	MI	48906
LANSING	LNNGMISO	106 W Jolly Rd	LANSING	MI	48910
LODI	LODICA01	124 W ELM ST	LODI	CA	93401
LOGAN	LOGNUTMA	10 S. 1st Street	LOGAN	UT	84321
LAS CRUCES DS0	LSCRNMMA	272 W Griggs	LAS CRUCES	NM	88005
LAS CRUCES TELSHOR	LSCRNMTS	3249 EA Missouri	LAS CRUCES	NM	88001
LEWISTON SHERWOOD	LSTNIDSH	528 6th Ave.	LEWISTON	ID	83501
LITTLE ROCK - CAPITOL	LTRKARCA	11001 W Markham	LITTLE ROCK	AR	72211
LITTLE ROCK - FRANKLIN	LTRKARFR	715 Lousiana	LITTLE ROCK	AR	72201
LITTLE ROCK - LOCUST	LTRKARLO	5805 W 65th	LITTLE ROCK	AR	72209
LITTLE ROCK - MOHAWK	LTRKARMO	517 N Elm	LITTLE ROCK	AR	72205
LITTLE ROCK - SKYLINE	LTRKARSK	115 W F St.	LITTLE ROCK	AR	72116
LITTLE ROCK - TERRACE	LTRKARTE	208 E Hillcrest No.	LITTLE ROCK	AR	72116
LOVELAND	LVLDCOMA	335 E 6th Ave	LOVELAND	CO	80537
LAWRENCE	LWRNKSVE	734 Vermont	LAWRENCE	KS	66044
LAWTON	LWTNOKTB	7 SW 17th 3rd Floor Lawton	LAWTON	OK	73501
LYNN HAVEN	LYHNFLOH	812 OHIO AVE	LYNN HAVEN	FL	32444
MADERA	MADRCA11	221 South E ST	MADERA	CA	95901
MARINA	MARNCA11	227 Carmel Ave	MARINA	CA	93933
MAUMEE	MAUMOH11	523 Conant	MAUMEE	OH	43537
MCALLEN-MURRAY	MCALTXMU	721 Beech St.	MCALLEN	TX	78501
MICHIGAN CITY	MCCYIN01	725 Pine Street	MICHIGAN CITY	IN	46360
MEDFORD	MDFDOR33	502 N. Central Street	MEDFORD	OR	97503
MIDLAND	MDLDMIMN	212 McDonald St	MIDLAND	MI	48640
MIDLAND MUTUAL	MDLDTXMU	410 W MISSOURI	MIDLAND	TX	79701
MIDLAND OXFORD	MDLDTXOX	305 MIDLAND DR	MIDLAND	TX	79703
MADISON	MDSNWI12	215 Kedzie Street	MADISON	WI	53704
MADISON	MDSNWI13	2802 Sylvan Ave	MADISON	WI	53705
MADISON	MDSNWI16	4901 Black Oak Drive	MADISON	WI	53711

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CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
MODESTO	MDSTCA02	1025-13TH ST	MODESTO	CA	95351
MODESTO	MDSTCA03	2728 3RD ST CERES	MODESTO	CA	95361
MIDDLETOWN	MDTWOH42	1505 Central Ave	MIDDLETOWN	OH	45042
MEDINA	MEDNOHXB	111 S ELMWOOD ST	MEDINA	OH	44256
MELBOURNE	MLBRFLMA	728 PALMETTO AV	MELBOURNE	FL	32901
MILTON	MLTNFLRA	307 RAVINE ST	MILTON	FL	32570
MILWAUKIE	MLWKOR17	12745 SE 31st Street	MILWAUKIE	OR	97222
MCMINNVILLE	MMVLORXX	415 E 4TH ST	MCMINNVILLE	OR	97128
MANHATTAN	MNHTKSFA	1640 Fairchild	MANHATTAN	KS	66502
MANTECA	MNTCCAXG	430 W CENTER ST	MANTECA	CA	95336
MARCO ISLAND	MOISFLXA	401 BALD EAGLE DR	MARCO ISLAND	FL	33937
MORRO BAY	MRBACA11	788 Main St.	MORRO BAY	CA	93442
MERCED	MRCDCOA01	440 W. 18TH ST	MERCED	CA	95354
MERIDIAN	MRDNIDMA	816 Meridan	MERIDIAN	ID	83642
MARSHALL WEBSTER	MRSHTXWE	204 E Rusk	MARSHALL	TX	75701
MOSCOW	MSCWIDXX	509 S HOWARD ST	MOSCOW	ID	83843
MISHAWAKA	MSHWIN02	202 S Mill Street	MISHAWAKA	IN	46544
MUSKOGEE	MSKGOKMA	221 N 5th	MUSKOGEE	OK	74401
MISSOULA	MSSLMTMA	201 Patte St	MISSOULA	MT	59801
MISSION	MSSNTXMI	920 Miller	MISSION	TX	78572
MONTEREY	MTRYCA01	401 FRANKLIN ST	MONTEREY	CA	95940
MUNCIE	MUNCIN01	329 E Jackson Street	MUNCIE	IN	47305
MURRIETA	MURTCAXF	24961 WASHINGTON ST	MURRIETA	CA	92562
MARYSVILLE	MYVICA01	421 F ST	MARYSVILLE	CA	95340
NEDERLAND	NDLDTXND	844 NEDERLAND AVE	NEDERLAND	TX	77627
NEENAH	NENHWI11	117 S Commercial Street	NEENAH	WI	54956
NORTH FORT MYERS	NFMYFLXA	1687 N TAMiami TRL	FORT MYERS	FL	33903
N. FORT MYERS- SUNCOAST	NFMYFLXB	7826 HART RD	FORT MYERS	FL	33903
NILES	NILSMIMN	317 N 3rd St	NILES	MI	49120
NAMPA	NMPAIDMA	111 11th Ave. South	NAMPA	ID	83651
NAPLES-NORTH	NNPLFLXA	10201 Tamiami Trail West	NAPLES	FL	33963
NAPLES SE	NPLSFLXC	3615 THOMASSON DR	NAPLES	FL	33962
NAPLES MOORING	NPLSFLXD	990 26TH AVE N	NAPLES	FL	33940
NEW PORT RICHEY	NPRCFLXA	5743 E MISSOURI AVE	NEW PORT RICHEY	FL	34653
NEW SMYRNA	NSBHFLMA	100 CANAL ST	NEW SMYRNA BEACH	FL	32069
NEWBURGH	NWBRIN01	305 E Jennings Street	NEWBURGH	IN	47630
NEWBERG	NWBRORXA	111 S EDWARDS ST	NEWBERG	OR	97132
NEW CASTLE	NWC SIN01	327 S 14th Street	NEW CASTLE	IN	47362

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CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
OCALA	OCALFLXA	319 E BROADWAY ST	OCALA	FL	34471
OCALA-SHADY RD	OCALFLXB	2463 SW COLLEGE RD	OCALA	FL	34474
ODESSA EMERSON	ODSSTXEM	3801 DAWN	ODESSA	TX	79760
ODESSA	ODSSTXLI	301 W 7TH	ODESSA	TX	79760
OGDEN-MAIN	OGDNUTMA	431 26th St.	OGDEN	UT	84401
OGDEN-SOUTH	OGDNUTSO	5876 Harrison Blvd	OGDEN	UT	84403
OGDEN-WEST	OGDNUTWE	1910 South 3500 West	OGDEN	UT	84401
OAKDALE	OKDLCA11	121 POPLAR AV	OAKDALE	CA	93442
OAK HARBOR	OKHRWAXX	699 Midway	OAK HARBOR	WA	98277
OAKLEY- STOCKTON	OKLYCA11	301 Star ST.	STOCKTON	CA	94561
OKEMOS	OKMSMIMN	4640 Dobie Rd	OKEMOS	MI	48864
OILDALE- BAKERSFIELD	OLDLCA11	1021 California St.	BAKERSFIELD	CA	93308
OLYMPIA -WHITEHALL	OLYMWAO2	714 Washington St SE	OLYMPIA	WA	98501
OMAHA-78TH ST	OMAHNE78	7404 N 78th St	OMAHA	NE	68122
OMAHA-84TH ST	OMAHNE84	804 Harrison St	OMAHA	NE	68128
OMAHA-90TH ST	OMAHNE90	1119 N 90th St	OMAHA	NE	68114
OMAHA-BELLEVUE	OMAHNEBE	111 W 22nd Ave	OMAHA	NE	68102
OMAHA-135TH ST	OMAHNECE	2618 S 135th Ave	OMAHA	NE	68144
OMAHA-FORT ST	OMAHNEFO	13211 Fort St	OMAHA	NE	68164
OMAHA-FOWLER ST	OMAHNEFW	Fowler & North 30th	OMAHA	NE	68111
OMAHA-156 TH	OMAHNEHA	156th & Harrison	OMAHA	NE	68136
OMAHA-IZARD ST	OMAHNEIZ	4601 Izard St	OMAHA	NE	68132
OMAHA-DOUGLAS-DS1	OMAHNENW	118 S 19th St	OMAHA	NE	68102
OMAHA-O ST	OMAHNEOS	2311 O Street	OMAHA	NE	68107
VANCOUVER ORCHARD	ORCHWA01	11508 4th Plain Rd	VANCOUVER	WA	98662
OREM	OREMUTMA	325 South State St.	OREM	UT	84057
TOLEDO	ORGNOH69	3100 Navarre Ave	TOLEDO	OH	43616
OROVILLE	ORVLCA11	2065 MYERS ST	OROVILLE	CA	95969
OSHTMO	OSHTMIWS	3230 S 9th St	OSHTMO	MI	49077
OWATONNA	OWTNMNOW	122 Mill Street W	OWATONNA	MN	55060
PACE	PACEFLPV	4351 HIGHWAY 90	PACE	FL	32571
PASCO	PASCWA01	707 W Lewis St.	PASCO	WA	99301
PANAMA CITY NAUTILUS	PCBHFLNT	604 NAUTILUS ST	PANAMA CITY	FL	32401
POCATELLO	PCTLIDMA	455 W. Lewis St.	POCATELLO	ID	83201
POCATELLO-NORTH	PCTLIDNO	125 W Chubbuck Rd.	POCATELLO	ID	83202
PEORIA	PEORILPJ	320 Fulton St	PEORIA	IL	61602
PERRIS	PERSCAXF	120 E 3RD ST	PERRIS	CA	92370
PERU	PERUIN01	20 N Miami Street	PERU	IN	46970

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CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
PHARR	PHRRTXPH	224 S Cage Blvd	PHARR	TX	78577
PALM DESERT	PLDSCAXF	73766 USHWU 111	PALM DESERT	CA	92260
PLEASANT GROVE	PLGVUTMA	455 South 1st East	PLEASANT GROVE	UT	84062
PULLMAN	PLMNWAXX	615 NE OAK ST	PULLMAN	WA	99163
POULSBO	PLSBWAXX	1545 NE SHERMAN HILL RD	POULSBO	WA	98370
PALM SPRINGS	PLSPCAXG	295 N SUNRISE WAY	PALM SPRINGS	CA	92262
PLACERVILLE	PLVLCA11	2970 BEDFORD AV	PLACERVILLE	CA	93270
PANAMA CITY CALLAWAY	PNCYFLCA	6609 HIGHWAY 22	PANAMA CITY	FL	32401
PANAMA CITY MAIN	PNCYFLMA	111 E 5TH ST	PANAMA CITY	FL	32401
PUNTA GORDA	PNGRFLXA	113 W OLYMPIA AVE	PUNTA GORDA	FL	33950
PENSACOLA BELMONT	PNSCFLBL	30 W BELMONT ST	PENSACOLA	FL	32501
PENSACOLA FAIRY PASS	PNSCFLFP	1725 E OLIVE RD	PENSACOLA	FL	32504
PENSACOLA HILLCREST	PNSCFLHC	6915 PINE FOREST RD	PENSACOLA	FL	32526
PENSACOLA	PNSCFLWA	515 S OLD CORRY FIELD RD	PENSACOLA	FL	32507
PERRYSBURG	PRBGOH14	144 W 2nd St	PERRYSBURG	OH	43551
TOLEDO	PRBGOH66	7345 West Walbridge Rd	PERRYSBURG	OH	45531
PARADISE	PRDSCA11	772 ELLIOT RD	PARADISE	CA	95969
PERRY HEIGHTS- CANTON	PRHGOH47	5225 Tuscarawas St W	CANTON	OH	44646
PROVO	PROVUTMA	75 East 100 North	PROVO	UT	84601
PRESCOTT EAST	PRSCAZEA	2227 Tani Road	PRESCOTT	AZ	86314
PRESCOTT MAIN	PRSCAZMA	140 N Marina	PRESCOTT	AZ	86301
PORTAGE	PRTGMILK	8502 Portage Rd	PORTAGE	MI	49081
POST FALLS	PSFLIDXX	821 N WILLIAM ST	POST FALLS	ID	83854
PASO ROBLES	PSRBCA01	730 15TH ST	PASO ROBLES	CA	95667
PORT ANGELES	PTANWA01	406 S Laurel St.	PORT ANGELES	WA	98362
PORT ARTHUR WOODLAWN	PTARTXWO	3448 Main Ave	PORT ARTHUR	TX	77640
PORT ARTHUR YUKON	PTARTXYU	940 MARSHALL	PORT ARTHUR	TX	77640
PORT CHARLOTTE	PTCTFLXA	3391 TAMiami TRL	PORT CHARLOTTE	FL	33952
PLANT CITY	PTCYFLXA	408 W MLK Blvd	PLANT CITY	FL	33564
PORT HURON	PTHMIMN	919 6th St	PORT HURON	MI	48060
PORT SAINT LUCIE MAIN	PTSLFLMA	450 SW IRVING ST	PORT ST. LUCIE	FL	33452
PORT SAINT LUCIE SOUTH	PTSLFLSO	2002 SE PORT ST LUCIE BLVD	PORT ST. LUCIE	FL	33452
PORT TOWNSEND	PTTWWA01	641 Harrison St.	PORT TOWNSEND	WA	98368
PORTERVILLE	PTVLCA11	149 N Hockett ST	PORTERVILLE	CA	93257
PUEBLO	PUBLCOMA	221 W 4th Street	PUEBLO	CO	81002

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CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
SUNSET (PUEBLO)	PUBLCOSU	2620 Sprague	PUEBLO	CO	81004
QUINCY	QNCYILQY	601 Broadway	QUINCY	IL	62301
RICHLAND	RCLDWAXB	752 MANSFIELD ST	RICHLAND	WA	99352
RED BLUFF	RDBLCA01	533 HICKORY ST	RED BLUFF	CA	96001
REDMOND	RDMDOR01	313 SW 6TH	REDMOND	OR	97756
REDDING	RDNGCA02	1638 PINE ST	REDDING	CA	96001
REDDING	RDNGCA11	2225 HARTNELL	REDDING	CA	96001
RENO CENTER	RENONV02	195 E First St	RENO	NV	89501
RENO LYMBERY	RENONV12	3425 Gulling Rd	RENO	NV	89503
RENO BRIDGEWOOD	RENONV13	3350 Lymberry Lane	RENO	NV	89509
RENO SOUTH	RENONV14	9700 S Virginia St	RENO	NV	89511
ROGERS	RGRSARMA	700 W Walnut	ROGERS	AR	72756
RUSSELLVILLE	RLVLARXA	214 S DENVER AVE	RUSSELLVILLE	AR	72801
RANCHO MIRAGE	RNMGCAXF	35625 DA VALL DR	RANCHO MIRAGE	CA	92270
ROCHESTER	ROCHMNRO	320 SW 2ND Avenue	ROCHESTER	MN	55901
RAPID CITY	RPCYSDCO	612 Mt Rushmore Rd	RAPID CITY	SD	57701
ROSEBURG	RSBGOR57	920 SE MAIN STREET	ROSEBURG	OR	97470
REXBURG	RXBGIDMA	50 North Center	REXBURG	ID	83440
SALEM MAIN	SALMOR58	740 State Street	SALEM	OR	97301
SALEM 10TH	SALMOR59	5027 10th Avenue	KEIZER	OR	97303
SALINA	SALNKSTA	137 S 7th St.	SALINA	KS	67401
SOUTH BEND 01	SBNDIN01	307 S Main Street	SOUTH BEND	IN	46601
SOUTH BEND 03	SBNDIN03	1002 E Ireland Rd	SOUTH BEND	IN	46601
SOUTH BEND 04	SBNDIN04	52900 Ironwood Road	SOUTH BEND	IN	46635
SEBASTIAN	SBSTFLMA	1137 U S HIGHWAY 1	SEBASTIAN	FL	32958
SAN CARLOS PARK	SCPKFLXA	19071 US 41	FORT MYERS	FL	33908
SEQUIM	SEQMWA01	144 W Bell St.	SEQUIM	WA	98382
SEASIDE	SESDCA11	1257 BROADWAY AVE	SEASIDE	CA	95682
SAGINAW	SGNWMIFA	309 S Washington Rd	SAGINAW	MI	48607
SAGINAW	SGNWMIWS	4985 State St	SAGINAW	MI	48603
SHINGLE SPRINGS	SGSPCA11	4191 SUNSET LN	SHINGLE SPRINGS	CA	95202
STOUGHTON	SGTNWI11	321 S Forrest Street	STOUGHTON	WI	53589
SHEBOYGAN	SHBYWI01	625 New York Ave	SHEYBOYGAN	WI	53081
SHERMAN	SHMNTXXA	201 N WALNUT ST	SHERMAN	TX	75090
SHREVEPORT BOSSIER CITY	SHPTLABS	2047 E TEXAS ST	BOSSIER CITY	LA	71111
SHREVEPORT COLLEGE	SHPTLACL	420 SOPHIA LANE	SHREVEPORT	LA	71115
SHREVEPORT SOUTH HIGHLDS	SHPTLAHD	4105 LINE AVE	SHREVEPORT	LA	71106
SHREVEPORT MAIN	SHPTLAMA	602 CROCKETT ST	SHREVEPORT	LA	71101
SHREVEPORT	SHPTLAQB	3406 GREENWOOD RD	SHREVEPORT	LA	71109

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CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
QUEENSBORO					
SHREVEPORT SUMMER GROVE	SHPTLASG	2951 BERT KOUNS INDUSTRIAL Loop	SHREVEPORT	LA	71118
SHELTON	SHTNWA01	522 Railroad Ave	SHELTON	WA	98584
SHOREVIEW-RICE	SHVWMNRI	3323 Rice Street	SHOREVIEW	MN	55117
STOCKTON	SKTNCA01	345 N SAN JOAQUIN	STOCKTON	CA	95207
STOCKTON	SKTNCA11	907 W. LINCOLN RD	STOCKTON	CA	95376
SILVERDALE	SLDLWASI	9507 Mickleberry Rd NW	SILVERDALE	WA	98383
SALINAS	SLNSCA01	340 PAJARO ST	SALINAS	CA	93901
SALINAS	SLNSCA11	33 SAN JUAN Grade RD	SALINAS	CA	93906
SANTA BARBARA	SNBBCAXF	101 W CANON PERDIDO ST	SANTA BARBARA	CA	93101
LAS POSITAS	SNBBCAXG	3630 STATE ST	SANTA BARBARA	CA	93105
SUN CITY	SNCYCAXF	29310 BRADLEY RD	SUN CITY	CA	92586
SANTA FE MAIN	SNFENMMA	121 East Alameda	SANTA FE	NM	87501
SANTA FE SW	SNFENMSW	Calle La Resolana	SANTA FE	NM	87501
SAN LUIS OBISPO	SNLOCA01	872 MORRO ST	SAN LUIS OBISPO	CA	93401
SAN MARCOS	SNMCCA11	225 N LOS POSAS RD	SAN MARCOS	CA	93955
SONORA	SNRACA13	196 S Washington	SONORA	CA	95370
SEVEN SPRINGS	SNSPFLXA	4201 SAINT LAWRENCE DR	NEW PORT RICHEY	FL	34653
SANTA MARIA	SNTMCAXF	200 W CHURCH ST	SANTA MARIA	CA	93456
SUN VALLEY	SNVYNV11	105 E Gepford Pkwy	SUN VALLEY	NV	89431
SPRINGDALE	SPDLARPL	701 W Emma Ave	SPRINGDALE	AR	72764
SPRINGFIELD ES	SPFDILES	601 S 6th St	SPRINGFIELD	IL	62721
SPRINGFIELD SL	SPFDILSL	2501 Hazel Dell Rd	SPRINGFIELD	IL	62721
SPRINGFIELD SW	SPFDILSW	2320 W Monroe	SPRINGFIELD	IL	62721
SPRINGFIELD MC	SPFDMOMC	510 E McDaniel	SPRINGFIELD	MO	65806
SPRINGFIELD TUXEDO	SPFDMOTU	3028 S Fremont	SPRINGFIELD	MO	65806
SPRINGFIELD	SPFDOH32	119-123 S Spring St	SPRINGFIELD	OH	45501
SPRINGFIELD	SPFDOR01	1613 East Main Street	SPRINGFIELD	OR	97477
SPOKANE RIVERSIDE	SPKNWA01	W 501 2nd Ave	SPOKANE	WA	99204
SPOKANE FAIRFAX	SPKNWAFa	N 2115 Jefferson St.	SPOKANE	WA	99205
SPOKANE HUDSON	SPKNWAHD	E 1011 Euclid Ave	SPOKANE	WA	99207
SPOKANE KEYSTONE	SPKNWAKY	E 2012 3rd Ave	SPOKANE	WA	99202
SPOKANE WALNUT	SPKNWAWA	S 25 Robie-Opportunity	SPOKANE	WA	99206
SPOKANE WHITWORTH	SPKNWAWH	W 5 Holland Ave	SPOKANE	WA	99218
TU SAPULPA	SPLPOKMA	302 S Main	SAPULPA	OK	74066
SPARKS PRATER	SPRKNV11	840 Prater Way	SPARKS	NV	89431
SPRINGVILLE	SPVLUTMA	93 East 2nd South	SPRINGVILLE	UT	84663
SIERRA VISTA MAIN	SRVSAZMA	50 Garden Ave	SIERRA VISTA	AZ	85635
SIERRA VISTA	SRVSAZSO	5573 S Hwy 92	SIERRA VISTA	AZ	85635

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SAINT AUGUSTINE MAIN	STAGFLMA	69 CORDOVA ST	ST AUGUSTINE	FL	32084
SAINT AUGUSTINE SHORES	STAGFLSH	4460 U S 1 SOUTH	ST AUGUSTINE	FL	32084
SOUTH TAHOE	STAHCA01	2633 Sussex Ave	SOUTH TAHOE	CA	95705
ST CLOUD	STCDMNT0	22 6th Avenue North	ST CLOUD	MN	56301
STEAD	STEDNV11	10200 Stead Blvd	STEAD	NV	89506
ST. GEORGE	STGRUTMA	104 E. Tabernacle	ST. GEORGE	UT	84770
SAINT JOSEPH	STJSMISO	910 W Glenlord Rd	SAINT JOSEPH	MI	49085
SAINT JOSEPH	STJSMODN	320 N 10th Street	SAINT JOSEPH	MO	64501
STUART	STRTFLMA	300 W 3RD ST	STUART	FL	33497
STEAMBOAT SPRINGS	STSPCOMA	139 7th Street	STEAMBOAT SPRINGS	CO	80487
SIOUX CITY-DOWNTOWN	SXCYIADT	822 DOUGLAS	SIOUX CITY	IA	51101
SIOUX CITY-MORNINGSIDE	SXCYIAMS	2109 LAKEPORT	SIOUX CITY	IA	51106
SIOUX FALLS-CG0	SXFLSDCO	125 S Dakota Ave	SIOUX FALLS	SD	57102
SIOUX FALLS-SW	SXFLSDSW	6408 W 58TH ST	SIOUX FALLS	SD	57106
TACOMA FAWCETT	TACMWafa	750 Fawcett Ave	TACOMA	WA	98402
TACOMA GREENFIELD	TACMWAGF	4818 S J St.	TACOMA	WA	98408
TACOMA JUNIPER	TACMWaju	6330 112th St. SW	TACOMA	WA	98499
TACOMA LENNOX	TACMWALE	601 S 113th St.	TACOMA	WA	98444
TACOMA LOGAN	TACMWALO	2823 Bridgeport Way	TACOMA	WA	98466
TACOMA SKYLINE	TACMWASY	2703 N Madison	TACOMA	WA	98407
TACOMA WAVERLY 7	TACMWAWV	35520 1st Ave S	FEDERAL WAY	WA	98003
CATALINA	TCSNAZCA	5770 N Swan Rd	TUCSON	AZ	85718
CORTARO	TCSNAZCO	5430 Cortaro Farm Rd	TUCSON	AZ	85741
CRAYCROFT	TCSNAZCR	5445 E 29th St	TUCSON	AZ	85711
TUCSON EAST	TCSNAZEA	1028 N Country Club	TUCSON	AZ	85716
FLOWING WELLS	TCSNAZFW	4425 N Flowing Wells	TUCSON	AZ	85705
TUCSON MAIN	TCSNAZMA	126 E Alameda	TUCSON	AZ	85701
TUCSON NORTH	TCSNAZNO	1111 We Magee Rd	TUCSON	AZ	85704
TUCSON RINCON	TCSNAZRN	8545 EA Broadway	TUCSON	AZ	85710
TUCSON SOUTH CAP	TCSNAZSO	6300 S 6th Ave	TUCSON	AZ	85706
TUCSON SOUTHWEST	TCSNAZSW	4431 WE Irvington Rd	TUCSON	AZ	85746
TANQUE VERDE	TCSNAZTV	3800 North Houghton	TUCSON	AZ	85749
TABLE MESA	TEMACOMA	1200 S Broadway	TABLE MESA	CO	80303
TALLAHASSEE	TLHSFLXA	132 N CALHOUN ST	TALLAHASSEE	FL	32301
TALLAHASSEE	TLHSFLXB	124 WILLIS RD	TALLAHASSEE	FL	32303
TALLAHASSEE	TLHSFLXC	706 MABRY ST	TALLAHASSEE	FL	32304

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CO NAME	CLLI	ADDRESS	CITY	STATE	ZIP
TALLAHASSEE	TLHSFLXD	1337 BLAIRSTONE RD	TALLAHASSEE	FL	32301
TALLAHASSEE	TLHSFLXF	5000 THOMASVILLE RD	TALLAHASSEE	FL	32312
TALLAHASSEE-562 EXCHANGE	TLHSFLXH	3968 PERKINS RD	TALLAHASSEE	FL	32303
TEMPLE	TMPLTXDN	117 N FIRST ST	TEMPLE	TX	76501
TOLEDO	TOLDOH21	121 N Huron St	TOLEDO	OH	43604
TOLEDO	TOLDOH38	2406 Glendale Ave	TOLEDO	OH	43614
TOLEDO	TOLDOH40	4840 Lewis Ave	TOLEDO	OH	43612
TOLEDO	TOLDOH47	2414 W Sylvannia Ave	TOLEDO	OH	43613
TOLEDO	TOLDOH72	408 New York Ave	TOLEDO	OH	43611
TOPEKA AMHERST	TPKAKS37	420 W 37th	TOPEKA	KS	66605
TOPEKA CRESTWOOD	TPKAKSFA	1825 Fairlawn	TOPEKA	KS	66604
TOPEKA CENTRAL	TPKAKSJA	812 Jackson	TOPEKA	KS	66612
TRACY	TRACCA11	10 E 12TH ST	TRACY	CA	93274
TRAVERSE CITY	TRCYMIMN	142 E State St	TRAVERSE CITY	MI	49684
TURLOCK	TRLCCA11	325 N CENTER ST	TURLOCK	CA	95688
TARPON SPRINGS	TRSPFLXA	621 E TARPON AVE	TARPON SPRINGS	FL	34689
TITUSVILLE	TTVLFLMA	620 S HOPKINS AV	TITUSVILLE	FL	32796
TULARE	TULRCA11	140 N L ST	TULARE	CA	95380
TU FILLMORE	TULSOKFI	5480 N Peoria	TULSA	OK	74126
TU GENERAL	TULSOKGE	14506 E Admiral Pl	TULSA	OK	74116
TULSA - HICKORY	TULSOKHI	2512 W 41st Place	TULSA	OK	74101
TU NATIONAL	TULSOKNA	8321 E 41st St	TULSA	OK	74145
TU RIVERSIDE	TULSOKRI	3601 S Lewis	TULSA	OK	74105
TU SAND SPRINGS	TULSOKSA	217 N Garfield	TULSA	OK	74063
TU ELGIN	TULSOKTB	510 S Elgin ST	TULSA	OK	74120
TU TEMPLE	TULSOKTE	6605 E Admiral	TULSA	OK	74115
TU WOODCREST	TULSOKWO	5303 E 71st St.	TULSA	OK	74126
TWIN FALLS	TWFLIDMA	121 3rd Ave.	TWIN FALLS	ID	83301
TEXARKANA MAIN	TXRKTXXA	507 OLIVE ST	TEXARKANA	TX	75501
TEXARKANA WEST	TXRKTXXB	924 ELLIOT RD	TEXARKANA	TX	75501
TYLER LYRIC	TYLRTXLY	611 W Elm St.	TYLER	TX	75757
TYLER	TYLRTXSO	400 Rice Road	TYLER	TX	75757
VANCOUVER OXFORD	VANCWA01	214 E 24th St.	VANCOUVER	WA	98660
VANCOUVER NORTH	VANCWANO	2411 NE 119th St.	VANCOUVER	WA	98686
VICTORIA	VCTATXVI	807 N EAST ST	VICTORIA	TX	77901
VACAVILLE	VCVLCA12	320 ELIZABETH	VACAVILLE	CA	95688
VISALIA	VISLCA11	217 E ACEQUIA ST	VISALIA	CA	93277
VISTA	VISTCA12	234 S INDIANA Ave	VISTA	CA	92083
VALLEY CENTER- OCEANSIDE	VLCTCA11	28523 Cole Grade	VALLEY CENTER	CA	95965

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VERO BEACH	VRBHFLMA	1976 16TH AV	VERO BEACH	FL	32960
VICTORVILLE	VTVLCAXA	16461 MOJAVE DR	VICTORVILLE	CA	92392
WACO WASHINGTON	WACOTX01	925 WASHINGTON	WACO	TX	76701
WACO PRESCOTT	WACOTXPR	620 Owen Ln	WACO	TX	76710
WACO SWIFT	WACOTXSW	2525 Montrose	WACO	TX	76705
WICHITA FALLS CALLFIELD	WCFLTXXCF	4010 CALL FIELD RD	WICHITA FALLS	TX	75763
WICHITA FALLS LAMAR	WCFLTXXNI	812 9th St.	WICHITA FALLS	TX	75763
WICHITA JACKSON	WCHTKS47	400 E 47th ST South	WICHITA	KS	67216
WICHITA - TOLL BROADWAY	WCHTKSBR	154 N Broadway	WICHITA	KS	67202
WICHITA - PARKWAY	WCHTKSCE	10329 W Central	WICHITA	KS	67212
WICHITA - DERBY	WCHTKSDE	1102 N Buckner	WICHITA	KS	67037
WICHITA WHITEHALL	WCHTKSNW	341 N West St.	WICHITA	KS	67203
WICHITA - MURRAY	WCHTKSOL	118 S Oliver	WICHITA	KS	67218
WICHITA TEMPLE	WCHTKSTE	3920 Arkansas	WICHITA	KS	67204
WOODLAND	WDLDCAI1	629 LINCOLN AV	WOODLAND	CA	95695
WEST FARGO	WFRGNDBC	Sheyenne St & 7 Ave S.	WEST FARGO	ND	58078
WINONA	WINOMNWI	128 West 3rd Street	WINONA	MN	55987
WALLA WALLA	WLWLWA01	102 E Adler St.	WALLA WALLA	WA	99362
WINTER HAVEN	WNHNFLXC	199 AV B NW	WINTER HAVEN	FL	33881
WENATCHEE	WNTCWAXX	100 S CHELAN AVE	WENATCHEE	WA	98801
WATERLOO- DOWNTOWN	WTRLIADT	403 SYCAMORE	WATERLOO	IA	50703
WATSONVILLE	WTVLCA01	340 RODRIGUEZ	WATSONVILLE	CA	95076
YAKIMA CHESTNUT	YAKMWA02	8 S 2nd Ave	YAKIMA	WA	98902
YAKIMA WEST	YAKMWAVE	3 N. 72ND AVENUE	YAKIMA	WA	98901
YUBA CITY	YBCYCA01	960 FRANKLIN Ave.	YUBA CITY	CA	95991
YUCAIPA	YUCPCAXF	34969 YUCAIPA BLVD	YUCAIPA	CA	92399
YUMA FORTUNA	YUMAAZFT	19201 Highway 80	YUMA	AZ	85365
YUMA	YUMAAZMA	285 2nd Ave	YUMA	AZ	85364
YUMA SOUTHEAST	YUMAAZSE	2895 E Palo Verde St	YUMA	AZ	85365
ZANESVILLE	ZNVLOH45	160 N 6th St	ZANESVILLE	OH	43701

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